

HELEN CAVE : IN THE  
 Plaintiff : CIRCUIT COURT  
 vs. : FOR  
 FRANKLIN CAVE : CARROLL COUNTY  
 Defendant : CASE NO. CV4375

## JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 9th day of October, 1987, that the Plaintiff, HELEN CAVE, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, FRANKLIN CAVE; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated September 2, 1987 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the parties divide equally the costs of this proceeding including the Master's fee.

Richard K. Burns  
 JUDGE

RECEIVED IN  
 CIRCUIT COURT  
 CARROLL CO., MD  
 OCT 9 9 20 AM '87  
 LARRY W. SHIPLEY  
 CLERK

## VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 2nd day of SEPTEMBER, 1987, by and between HELEN CAVE, hereinafter called "Wife," and FRANKLIN CAVE, hereinafter called "Husband."

## EXPLANATORY STATEMENT

The parties were married by a religious ceremony on February 8, 1953, in Baltimore City. No children were born to them as a result of their marriage. Differences have arisen between the parties and they are now and have been since Aug. 1, 1987 living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in the property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. NON-WAIVER OF GROUNDS. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved. Upon the enrollment of the Final Judgment of Divorce between the parties hereto, Wife covenants and agrees to give, transfer, and release any interest in any and all photographs, letters, documents or any other evidence which is in either

Wife's possession or the possession of her counsel which has been accumulated or is any way material to the allegations of adultery, desertion and unfaithfulness by Husband in this case.

2. RELINQUISHMENT OF MARITAL RIGHTS. The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall hereafter interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never joined in matrimony.

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he or she now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his or her pro-

perty as if he were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under the Family Law Article, Section 8-201 et seq., Annotated Code of Maryland, as from time to time amended, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him or her shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

3. ALIMONY AND SUPPORT. It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life, from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and Husband releases and discharges Wife, absolutely and forever, for the rest of his life, from any and all claims and



demands, past, present and future, for alimony and support, both pendente lite and permanent.

4. INSURANCE.

Health Insurance. The parties agree to maintain their existing medical insurance policy, with coverage for Husband and Wife until the parties are granted an absolute divorce. The parties agree to each pay one-half of the premium as said premium becomes due. The Husband shall hold and save the Wife harmless from the expenses which he covenants to pay in this paragraph, and shall indemnify the Wife from any liability therefor. Wife shall hold and save Husband harmless from the expenses which she covenants to pay in this paragraph, and shall indemnify Husband from any liability therefor.

Automobile Insurance. Husband shall be solely responsible to pay the premiums for automobile insurance on the 1975 International Harvester Pickup Truck and the 1967 International Harvester Dump Truck, hereinafter conveyed to Husband to be Husband's solely and exclusively. Husband shall hold and save Wife harmless from the expenses which he covenants to pay in this paragraph, and shall indemnify her from any liability therefor. Wife shall be solely responsible to pay the premiums for automobile insurance on the 1975 Pontiac automobile, hereinafter conveyed to her to be hers solely and exclusively. Wife shall hold and save Husband harmless from the expenses which she covenants to pay in this paragraph, and shall indemnify Husband from any liability therefor.

5. REAL PROPERTY.

A. The parties own, as tenants by the entireties, improved premises in Carroll County on Clear Ridge Road, New Windsor, Maryland, hereinafter called the "Home".

B. The parties agree that they will take all necessary steps to secure the off-conveyance of approximately one (1) acre thereof on which is situate a residence known generally as 334 Clear Ridge Road, New Windsor, Maryland 21776. The parcel containing the residence at 334 Clear Ridge Road shall be conveyed to Wife by the parties hereto, subject to all operation and effect of a mortgage from New Windsor Farms, Inc. to Carroll County Bank and Trust Company, dated March 13, 1974, and recorded among the Land Records of Carroll County in Liber C.C.C. No. 565, folio 132, etc., having an unpaid balance of approximately Twelve Thousand Dollars (\$12,000.00). The parties agree that upon such conveyance, a Long Form Partial Release shall be obtained from Carroll County Bank and Trust Company as to the remainder of the property owned by the parties hereto and Wife shall fully repay the remaining indebtedness due under such Mortgage. Until conveyance of said one (1) acre parcel shall occur, Husband and Wife each agree to pay one-half (½) of the monthly payments due under said Mortgage. After conveyance of said one (1) acre parcel, Wife shall hold and save Husband harmless from the expenses which she covenants to pay herein. The parties agree the cost of a survey necessary to convey said one (1) acre parcel shall be equally divided between them. The parties further covenant and agree that they will continue to rent the residence known

generally as 334 Clear Ridge Road, New Windsor, Maryland 21776, until the remainder of the property has been sold and that the rental of \$500.00 per month received from said property will be equally divided between the parties. The parties covenant and agree that until the sale of the remainder of the property, during the rental period, the cost of all necessary repairs to 335 Clear Ridge Road, New Windsor, Maryland shall be divided equally between the parties.

C. The parties agree to list the remainder of the property for sale with a real estate broker to be selected by agreement of the parties, or their counsel, within fifteen (15) days of the date of this Agreement. The parties may accept any offer only by agreement between them. Wife may continue to occupy the residence located on the remainder of the property until the closing, and shall be responsible for one-half of the expenses thereof, including one-half of the water and utility bills, real property taxes, telephone bills, insurance premiums on the property and contents, and the cost of pest control. Similarly, the Husband agrees to assume one-half of said payments until the sale of the remaining property. Should there be any major necessary repairs or any improvements which may be necessitated by the sale of the property the cost of said shall repairs shall be divided equally between the parties. Upon the sale of the property, the net proceeds of sale shall be divided equally between the parties. The net proceeds of sale shall mean such sum as remains after deducting from the gross sales price (a) any broker's commission, and/or attorney's fees incurred in connec-

tion with the sale, and (b) all expenses of sale and closing costs. The parties covenant and agree that in the event they fail to reach an agreement on a listing price, and fail to list said property within fifteen (15) days of the date of the agreement, or in the alternative, if the property is not sold and settled upon within nine (9) months of the date of this agreement, both parties to this agreement covenant and agree that they, or either of them, will diligently take whatever steps are necessary to have the subject property sold at public sale. The parties further agree that the personalty will be sold simultaneously with the public sale of the real estate.

#### 6. PERSONAL PROPERTY.

A. Each of the parties shall own and enjoy as his or her sole and separate property, free from all claims of the other party, all of the items of wearing apparel, personal ornaments, accessories and jewelry now in the possession of each party respectively.

B. Wife shall retain as her sole and separate property, free from all claims of Husband, the 1975 Pontiac automobile, notwithstanding the manner in which said automobile is currently titled. Husband shall retain as his sole and separate property, free from all claims of Wife, the 1975 International Harvester Pickup Truck and the 1967 International Harvester Dump Truck, notwithstanding the manner in which said vehicles are currently titled. To effectuate the purpose of this paragraph, Husband shall execute and deliver such titles, assignments and other documents and writings as may be necessary to effect the



registration of said automobile in the Wife's name alone. Wife shall execute and deliver such titles, assignments and other documents and writings as may be necessary to effectuate the registration of said vehicles in the Husband's name alone.

C. Husband shall own and enjoy as his sole and separate property the china cabinet and contents thereof, which were previously the property of his Mother, which property is currently located at 332 Clear Ridge Road. Wife shall own and enjoy as her sole and separate property the following items located at 332 Clear Ridge Road.

- (1) Her Grandfather's chair.
- (2) The small child's desk and chair.
- (3) The stereo and all the records
- (4) Two (2) beige upholstered chairs.
  - (a) One (1) located in the living room.
  - (b) One (1) located in the Husband's bedroom.
- (5) Green Pennsylvania chest located in Husband's bedroom.

D. Save and accept the above listed personal property, it is agreed by the parties that all remaining personalty is marital property and shall be sold at public auction conducted on the real property known as 332 Clear Ridge Road, or an auction house located within Carroll County as agreed upon by the parties or their counsel. In any event, the auction shall occur within twenty-one (21) days of the receipt and signing of a contract of sale of the family home located at 332 Clear Ridge Road. Upon the sale of the personalty, the net proceeds of the sale shall be

divided equally between the parties. The net proceeds of the sale shall mean such sum as remains after deducting from the gross sales price any broker's commission, and/or attorneys fees incurred in connection with the sale and all expenses of the sale and costs.

#### 7. DEBTS.

A. Each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefor. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

8. INCOME TAX RETURNS. The parties shall file joint Federal and State income tax returns for the calendar year 1987, and for any subsequent year during which the parties shall be Husband and Wife and entitled under the applicable laws and regulations to file joint returns, if both agree to do so. In such event, the parties agree to pay the cost of preparing the tax returns and to pay all of the taxes due thereon pro-rata, in the same proportion that their respective separate incomes bear to

the total gross income for Federal income tax purposes in such year, making whatever adjustments between themselves as are necessary to reflect withholding, any balances due, and/or any refunds; and each party shall save and hold the other party harmless of and from all claims for taxes, interest, additions to taxes, penalties and expenses in connection with his or her own income and deductions. The parties hereby agree to divide any refund in taxes received as a result of filing jointly Federal and State income tax returns pro-rata, in the same proportion that their respective separate incomes bear to the total gross income for Federal income tax purposes in such year.

9. MUTUAL RELEASE. Except for the rights provided in this Agreement, the parties, for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns all claims, demands, accounts and causes of action (including any rights or claims which may now exist or hereafter arise under Family Law Article, Section 8-201, et seq., Annotated Code of Maryland, as from time to time amended), which either of them may have against the other, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all of the right, title, interest and claim which said parties, respectively might now have or hereafter acquire as the Husband, Wife, widower, widow or next of kin, of the other party, successor or otherwise, in and to any property, real or personal, that either of said parties may now

own or hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title claim or interest, direct or indirect, including any rights of dower, curtesy, community or marital property, statutory thirds, halves or legal shares and widow's or widower's rights, and including any rights or claims which may now exist or hereafter arise under the Family Law Article, Section 8-201 et. seq., Annotated Code of Maryland, as from time to time amended, or to participate in any way in the enjoyment or distribution of any real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

10. COUNSEL FEES; COURT COSTS. Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present or future. If a divorce proceeding is brought by either party against the other, the parties shall divide all court costs thereof, including any Master's fee, equally between them.

11. FURTHER ASSURANCE. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

12. INCORPORATION IN DECREE. With the approval of any court of competent jurisdiction in which any divorce proceedings



between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce. Notwithstanding such incorporation, this Agreement shall not be merged in the decree, but shall survive the same, and shall be binding and conclusive on the parties for all time. In the event the court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

13. NON-MODIFIABILITY. None of the provisions of this Agreement shall be subject to modification by any Court.

14. RECONCILIATION. No continuation, reconciliation or resumption of the marital relationship shall operate to void this Agreement. It is the mutual intent of the parties that the provisions of this Agreement for settlement of property rights shall nevertheless continue in full force and effect without abatement of any term or provision hereof, except as otherwise provided by written agreement duly executed by each of the parties after the date of the reconciliation.

15. VOLUNTARINESS AND ACKNOWLEDGMENT. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party was represented by independent counsel of his or her own selection in the negotiation and execution of

this Agreement, or waived the right to same. Each party acknowledges that he or she fully understands the contents and legal significance of this Agreement.

16. CONTROLLING LAW. This Agreement shall be interpreted in accordance with and controlled by the law of the State of Maryland.

17. HEADINGS. Any headings preceding the text of any of the paragraphs in this Agreement are inserted solely for the convenience of reference and shall not constitute a part of the Agreement, nor shall they be construed to have any effect or significance with respect to the construction or meaning of any of the paragraphs of the Agreement.

18. INTEGRATION CLAUSE. This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, upon which either party has relied or upon which they intend to be bound, other than those expressly set forth herein.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:

*Martha A. Safford* *Helen Cave* (SEAL)  
HELEN CAVE  
*Charles E. Bone* *Franklin Cave* (SEAL)  
FRANKLIN CAVE

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 2<sup>nd</sup> day of September 1987, the above-named HELEN CAVE, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



*Martina Ann Sithkind*  
Notary Public

My Commission Expires: 7/1/90

STATE OF MARYLAND, CARROLL COUNTY COUNTY, to wit:

I HEREBY CERTIFY that on this 2<sup>ND</sup> day of SEPTEMBER, 1987, the above named FRANKLIN CAVE, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



*Charles E. Stoner*  
Notary Public

My Commission Expires: 7/1/90

JAMES OTIS LASH	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
BETTY LOU LASH	:	CARROLL COUNTY
Defendant	:	CASH NO. CV4619

## JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 9<sup>th</sup> day of OCTOBER, 1987, that the Plaintiff, JAMES OTIS LASH, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, BETTY LOU LASH; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated August 25, 1987 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

*Rule K. Burns*  
JUDGE

RECEIVED IN  
CIRCUIT COURT  
CARROLL CO., MD  
OCT 9 9 20 AM '87  
LARRY W. SHIPLEY  
CLERK



VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 25<sup>th</sup> day of August, 1987, by and between JAMES OTIS LASH, of Baltimore County, State of Maryland, hereinafter referred to as "Husband," and BETTY LOU LASH, of Carroll County, State of Maryland, hereinafter referred to as "Wife."

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on January 24, 1959, in Baltimore City, Maryland. Three (3) children were born to them as a result of their marriage, namely, CAROL ANN LASH RABETTE, born February 23, 1962, JAMES G. LASH, JR., born March 15, 1965, and BETTY LOU LASH, born October 12, 1966, hereinafter referred to as Children, all of whom have obtained their majority and are emancipated. Differences have arisen between the parties and they are now and have been since February 1, 1986, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in the property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. NON-WAIVER OF GROUNDS. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. RELINQUISHMENT OF MARITAL RIGHTS. The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall hereafter interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never joined in matrimony.

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he or she now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his or her property as if he were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or

at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under the Family Law Article, Section 8-201 et seq., Annotated Code of Maryland, as from time to time amended, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him or her shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

3. ALIMONY. The Husband hereby agrees to pay unto Wife the sum of Four Hundred Dollars (\$400.00) per month of permanent alimony which shall end upon the happening of either of the following events; (1) the remarriage of the Wife, (2) the death of the Wife or the Husband. The Husband releases and discharges the Wife, absolutely and forever, for the rest of her life, from any and all claims and demands, past, present and future for alimony and support, both pendente lite and permanent.

4. INSURANCE.

Health Insurance. Husband agrees to maintain his existing medical insurance policy with coverage for the Wife until the next open enrollment period for health insurance at the place of the Wife's employment, which shall occur no later than

August 1, 1988. Husband shall hold and save Wife harmless from the expense which he covenants to pay in this paragraph and shall indemnify her from any liability therefor.

Life Insurance. Husband agrees to maintain his existing life insurance policies, with the Wife designated as the beneficiary thereof.

Automobile Insurance. Wife shall be solely responsible to pay the premium for automobile insurance on her 1984 Thunderbird automobile, hereinafter having the leasehold rights thereto conveyed to her to be hers solely and exclusively. Wife shall hold and save Husband harmless from the expenses which she covenants to pay in this paragraph, and shall indemnify him from any liability therefor. Husband shall be solely responsible to pay the premium for automobile insurance on his leased 1985 Ford Thunderbird automobile and his 1987 Ford Ranger, hereinafter conveyed to him to be his solely and exclusively. Husband shall hold and save Wife harmless from the expenses which he covenants to pay in this paragraph, and shall indemnify her from any liability therefor.

5. REAL PROPERTY. The parties own, as tenants by the entireties, improved premises in Baltimore City, known as 105 Populton Street, hereinafter called the "Home". It is the intention of the parties to jointly hold this property.

6. BUSINESS INTERESTS: Husband is the owner of a business which largely consists of the buying, selling, and leasing



of certain portions of real property. Aside from the real property listed in the above-referenced Real Property paragraph, that being 105 Populton Street, Baltimore City, Maryland, the Wife hereby conveys, transfer, and assigns to Husband all of Wife's right, title, and interest in and to said business and the assets thereof, including the real property. Husband hereby agrees to assume sole responsibility for any and all liabilities of said company, whether in his name solely, or in the names of both parties. Husband shall hold and save Wife harmless from the expenses which he covenants to pay herein, and shall indemnify Wife from any liability therefor. Husband may conduct and carry on, free and clear of any interest of Wife, said business for his sole and separate benefit, and free from any control, restraint, or interference by Wife.

7. PERSONAL PROPERTY.

A. Each of the parties shall own and enjoy as his or her sole and separate property, free from all claims of the other party, all of the items of wearing apparel, personal ornaments, accessories and jewelry now in the possession of each party respectively.

B. Prior to the execution of this Agreement, the parties divided their personal property. The parties agree that all tangible personal property and household chattels presently located at Wife's residence shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband, and all tangible personal property and household chat-

tels presently located at Husband's residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife. Each party shall retain, as his or her sole and separate property, any stocks, bonds, or other securities, savings or checking accounts, and other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

8. DEBTS. Each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefor. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

9. MUTUAL RELEASE. Except for the rights provided in this Agreement, the parties, for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns all claims, demands, accounts and causes of action (including any rights or claims which may now exist or hereafter arise under Family Law Article,

Section 8-201, et seq., Annotated Code of Maryland, as from time to time amended), which either of them may have against the other, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all of the right, title, interest and claim which said parties, respectively might now have or hereafter acquire as the Husband, Wife, widower, widow or next of kin, of the other party, successor or otherwise, in and to any property, real or personal, that either of said parties may now own or hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title claim or interest, direct or indirect, including any rights of dower, curtesy, community or marital property, statutory thirds, halves or legal shares and widow's or widower's rights, and including any rights or claims which may now exist or hereafter arise under the Family Law Article, Section 8-201 et. seq., Annotated Code of Maryland, as from time to time amended, or to participate in any way in the enjoyment or distribution of any real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

10. COUNSEL FEES; COURT COSTS. Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past,

present or future. If a divorce proceeding is brought by either party against the other, the parties shall divide all court costs thereof, including any Master's fee, equally between them.

11. FURTHER ASSURANCE. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

12. INCORPORATION IN DECREE. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce. Notwithstanding such incorporation, this Agreement shall not be merged in the decree, but shall survive the same, and shall be binding and conclusive on the parties for all time. In the event the court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

13. NON-MODIFIABILITY. None of the provisions of this Agreement shall be subject to modification by any Court.

14. RECONCILIATION. No continuation, reconciliation or resumption of the marital relationship shall operate to void this Agreement. It is the mutual intent of the parties that the provisions of this Agreement for settlement of property rights shall nevertheless continue in full force and effect without abatement of any term or provision hereof, except as otherwise provided by



written agreement duly executed by each of the parties after the date of the reconciliation.

15. VOLUNTARINESS AND ACKNOWLEDGMENT. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party was represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement, or waived the right to same. Each party acknowledges that he or she fully understands the contents and legal significance of this Agreement.

16. CONTROLLING LAW. This Agreement shall be interpreted in accordance with and controlled by the law of the State of Maryland.

17. HEADINGS. Any headings preceding the text of any of the paragraphs in this Agreement are inserted solely for the convenience of reference and shall not constitute a part of the Agreement, nor shall they be construed to have any effect or significance with respect to the construction or meaning of any of the paragraphs of the Agreement.

18. INTEGRATION CLAUSE. This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, upon which either party has relied or upon which they intend to be bound, other than those expressly set forth herein.

19. RECISSION OF PRIOR AGREEMENT(S). This Agreement expressly supersedes any previous marital settlement agreement(s) made between the parties hereto, and the parties hereby agree that all previous agreements between them relative to all matters set forth in this Agreement, whether written or oral, are extinguished to the extent not expressly set forth herein.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:  
*Nancy Vick Bogash* *James Otis Lash* (SEAL)  
*Nancy Vick Bogash* *Betty Lou Lash* (SEAL)  
 BETTY LOU LASH

STATE OF MARYLAND, Howard COUNTY, to wit:

I HEREBY CERTIFY that on this 25th day of August, 1987, the above-named JAMES OTIS LASH, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

*Sharon M. Wright*  
 Notary Public

My Commission Expires: ~~COMMISSION EXPIRES~~ JULY 1, 1990

BOOK 32 27

STATE OF MARYLAND, COUNTY OF Howard, to wit:

I HEREBY CERTIFY that on this 25<sup>th</sup> day of August, 1987, the above named BETTY LOU LASH, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Sharon M. Wright  
Notary Public

My Commission Expires: COMMISSION EXPIRES JULY 1, 1990

BOOK 32 28

TERRY P. REAVER : In the  
Plaintiff and Cross-Defendant : Circuit Court  
vs : for  
STANLEY W. REAVER : Carroll County  
Defendant and Cross-Plaintiff : Case No. CV 0843

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Cross-Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 14<sup>th</sup> day of October, Nineteen Hundred and eighty-seven, that the above-named Cross-Plaintiff, Stanley W. Reaver, be and he is hereby granted an Absolute Divorce from the Cross-Defendant, Terry P. Reaver; and

It is further ADJUDGED and ORDERED that the Cross-Plaintiff, Stanley W. Reaver, be and he is hereby awarded the guardianship and custody of Scott E. Reaver, the minor child of the parties hereto, with the right unto the Cross-Defendant, Terry P. Reaver, to have liberal rights of visitation with said child at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that both Cross-Plaintiff and Cross-Defendant be and they are hereby charged generally for the support of the minor child of the parties, subject to the further Order of this Court; and

OCT 14 1987

Filed Oct 14, 1987



It is further ADJUDGED and ORDERED that the Marital Settlement Agreement by and between the parties hereto, dated August 26, 1987 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divore; and

It is further ORDERED that the Cross-Plaintiff pay the costs of these proceedings.

*Alfred K. Burns*  
Judge

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 20th day of August, Nineteen Hundred and Eighty-Seven, by and between STANLEY WILLIAM REAVER, whose present mailing address is 4306 White Oak Court, Hampstead, Maryland 21074, hereinafter called "Husband", and TERRY PAMELA REAVER, whose present mailing address is 1512-1/2 Amalfi Drive, Westminster, Maryland 21157, hereinafter called "Wife".

RECITATIONS:

The parties hereto are Husband and Wife, having been duly married by religious ceremony in Frederick County, State of Maryland, on the 20th day of August, 1966.

The parties have mutually agreed to voluntarily separate and did so on July 9, 1985, and thereafter to live separate and apart without cohabitation, and that their intent in doing so is to terminate the marital relationship between them.

The parties mutually desire to formalize the voluntariness of their separation by this Marital Settlement Agreement, and to fix their respective rights with regard to custody of their children, support of their children, support of themselves and each other, the property and possession rights of each, and the liabilities and obligations of each as well as all other matters arising out of the marital relationship between them.

NOW, THEREFORE, in consideration of the premises, the mutual benefits arising hereunder, the covenants of each, and for the purposes of accomplishing the ends sought, Husband and Wife agree as follows:

AGREEMENT TO LIVE  
SEPARATE AND APART

(1) The parties do hereby expressly agree to live separate and apart from one another, in separate residences, without cohabitation for the purpose of and with a mutual interest of terminating the marriage and the marital relationship between them. Said separation commenced on July 9, 1985.

Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony, insofar as the law allows. Neither party shall come to the home of the other without first having given notice of his or her pending arrival. Each party shall keep the other advised of how he or she may be contacted in the event of an emergency.

Pl. Exhibit No. 1

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INDEPENDENT COUNSEL

(2) Each party independently acknowledges that he or she has freely and voluntarily entered into this Agreement. Each has had independent legal advice concerning this Marital Settlement Agreement prior to the execution hereof, or has been afforded ample opportunity to acquire independent legal advice prior to the execution hereof.

CARE AND CUSTODY OF MINOR CHILDREN

(3) The care and custody of the minor child born of this marriage; namely, SCOTT EDWARD REAVER, born April 23, 1975, shall be with and remain with the Husband. Wife shall be consulted and shall have equal control over major decisions concerning the said child's education and health.

SUPPORT OF MINOR CHILDREN

(4) Husband and Wife shall both be charged generally with the support and maintenance of the said minor child.

VISITATION

(5) Wife shall be afforded liberal rights of visitation with the child and of visitation by the child with her, all of which shall be reasonable as to times and circumstances.

WAIVER OF ALIMONY

(6) Contemporaneously with and by the execution hereof, and in consideration of the premises, Wife does hereby release and discharge Husband from any and all obligations of further support for herself, it being her express intention to waive, release and surrender any present or future claim she may have against the Husband for alimony, support and maintenance, medical expenses, counsel fees now or hereafter existing, or any other claim she may have or acquire against the Husband.

Contemporaneously with and by the execution hereof, and in consideration of the premises, Husband does hereby release and discharge Wife from any and all obligations of further support for himself, it being his express intention to waive, release and surrender any present or future claim he may have against the Wife for alimony, support and maintenance, medical expenses, counsel fees now or hereafter existing, or any other claim he may have or acquire against the Wife.

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MEDICAL EXPENSES FOR WIFE

(7) Husband agrees to maintain his present medical insurance for the benefit of the Wife until such time as a final divorce is effected.

PERSONAL PROPERTY AND HOUSEHOLD GOODS

(8) The parties have heretofore divided up their personal property to their mutual satisfaction. Each of the parties transfers and assigns to the other all of their respective right, title and interest in and to such of the personal property, personal effects and clothing, household chattels which the parties now have in their respective possession, free of any and all claim of the other party.

The personal property, personal effects and clothing of the Wife shall be the sole and separate property of the Wife, free of any claim by or on behalf of the Husband. The personal property, personal effects and clothing of the Husband shall be the sole and separate property of the Husband, free of any claim by or on behalf of the Wife.

MOTOR VEHICLES

(9) The 1976 Chevrolet Nova automobile presently titled in the Wife's name shall become the sole and separate property of the Wife, free of any and all claims by or on behalf of the Husband, and Wife may sell, trade, encumber, dispose of, or otherwise deal with such motor vehicle as she in her sole discretion may deem appropriate.

The 1981 Pontiac Phoenix automobile presently titled in the Husband's name shall become the sole and separate property of the Husband, free of any and all claims by or on behalf of the Wife, and Husband may sell, trade, encumber, dispose of, or otherwise deal with such motor vehicle as he in his sole discretion may deem appropriate.

REAL ESTATE

(10) The parties own as Tenants by the Entireties the real property and improvements known as 1512-1/2 Amalfi Drive, Westminster, Maryland 21157 (family home). The parties shall list the said property for sale by a licensed real estate broker immediately upon the execution of this Agreement. The proceeds of sale shall be first applied to the satisfaction of the first mortgage to Farmers' Home Administration and the costs associated with sale. Of the remainder, Wife shall receive one-half or Twenty-Five Thousand Dollars (\$25,000.00), whichever shall be greater, less the sum of One Hundred Sixty-Nine Dollars (\$169.00), which shall be paid unto Husband. Husband shall receive the balance of the proceeds, and he shall pay the second mortgage to Household Finance Company from his share of the proceeds.



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## DEBTS

(11) Husband and Wife covenant and agree with the other that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit. They further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

Husband shall assume responsibility for the payment of the parties' debts to Mastercard, Sears, Dr. O'Rourke and Baltimore Gas and Electric, and he shall indemnify and hold the Wife harmless from any claim or actions filed against her as the result of said obligations. Wife shall assume responsibility for the payment of the parties' debts to Dutterer's Food and Dr. Vietz, and she shall indemnify and hold Husband harmless from any claim or actions filed against him as a result of said obligations, as well as all charges incurred on the Sears account after the date of the parties' separation and now billed to Wife separately from the regular account. *As well as, Assuming responsibility for the payment of debts to Dutterer's Food and Dr. Vietz, after the date of the parties' separation and now billed to Wife separately from the regular account.*

## WAIVER OF RIGHTS

(12) Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under the Property Disposition in Annulment and Divorce provisions of the Family Law Article, Annotated Code of Maryland, and any amendments thereto, and any claim against the other or against his or her property by virtue of any future change or any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might

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now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

## LEGAL FEES AND COURT COSTS

(13) Husband and Wife covenant and agree that each shall pay his or her own attorney's fees and Court costs arising out of this Marital Settlement Agreement and any subsequent divorce action should one of the parties later bring a Bill of Complaint for divorce against the other.

## INCORPORATION OF AGREEMENT

(14) With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof.

## POWER OF ATTORNEY

(15) In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth, (but for no other purposes) each of the parties do hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver, according to law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements hereinset forth with respect to the transfer of the real and tangible personal property herein described.

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ALTERATIONS, CHANGES, CANCELLATIONS, ETC.

(16) It is intended that none of the provisions of this Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation, or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto. The amendment or deletion or any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof. No Court shall amend, change or alter any provisions herein with respect to the division of property of the parties, or with respect to any provision pertaining to support and maintenance of Husband or Wife.

ENTIRE AGREEMENT

(17) This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

INTERPRETATION

(18) This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

VOLUNTARY EXECUTION

(19) The parties hereto declare that they fully understand all of the terms and provisions of this Agreement; that each has been advised of his or her legal rights and liabilities; and that each signs this Agreement freely and voluntarily, intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

IN WITNESS WHEREOF, the parties have set their hands and seals this 24th day of August, Nineteen Hundred and Eighty-Seven.

Rebecca M. Tarleton  
WITNESS

Stanley William Reaver (SEAL)  
STANLEY WILLIAM REAVER

Don E. Simpson  
WITNESS

Terry Pamela Reaver (SEAL)  
TERRY PAMELA REAVER

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STATE OF MARYLAND, COUNTY OF CARROLL, to-wit:

I HEREBY CERTIFY that on this 24th day of August, 1987, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared STANLEY WILLIAM REAVER, and made oath in due form of law, under penalty of perjury, that the matters and facts contained in the foregoing Marital Settlement Agreement are true.

AS WITNESS my hand and Notarial Seal.

Rebecca M. Tarleton  
Notary Public - Commission Expires 7/1/90

STATE OF MARYLAND, COUNTY OF CARROLL, to-wit:

I HEREBY CERTIFY that on this 24th day of August, 1987, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared TERRY PAMELA REAVER, and made oath in due form of law, under penalty of perjury, that the matters and facts contained in the foregoing Marital Settlement Agreement are true.

AS WITNESS my hand and Notarial Seal.

Don E. Simpson  
Notary Public - Commission Expires 7/1/90



BOOK 32-37

JOHN HOWARD THOMPSON : In the  
Plaintiff : Circuit Court  
vs : for  
COLLEEN ANNE THOMPSON : Carroll County  
Defendant : Case No. CV 4298

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 14<sup>TH</sup> day of October,  
Nineteen Hundred and Eighty-seven, that the above-named Plaintiff,  
John Howard Thompson, be and he is hereby granted an Absolute  
Divorce from the Defendant, Colleen Anne Thompson; and

It is further ADJUDGED and ORDERED that the Plaintiff, John  
Howard Thompson, and the Defendant, Colleen Anne Thompson, be and  
they are hereby awarded joint guardianship and custody of Kathryn  
Anne Thompson and Benjamin Howard Thompson, the minor children of  
the parties hereto, with the primary residence of Kathryn Anne  
Thompson being with Plaintiff and the primary residence of Benjamin  
Howard Thompson being with Defendant, and with the right unto both  
Plaintiff and Defendant for liberal visitation with said children  
at reasonable times and under proper circumstances; all subject,  
however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that both Plaintiff and  
Defendant be charged generally with the support and maintenance  
of the minor children, subject to the further Order of this Court;  
and

RECEIVED IN  
CIRCUIT COURT  
CARROLL CO., MD.  
OCT 14 4 25 PM '87  
LARRY V. SHIPLEY  
CLERK

BOOK 32-38

It is further ADJUDGED and ORDERED that the Marital Settlement  
Agreement by and between the parties hereto, dated January 5, 1987,  
with the exception of the primary residence of Benjamin Howard  
Thompson, and the provision as to costs, be and it is hereby approved  
and made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff pay the costs of  
these proceedings.

*Robert E. Bums*  
Judge

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 5th day of January, Nineteen Hundred and Eighty-~~two~~<sup>two</sup>, by and between JOHN HOWARD THOMPSON, whose present mailing address is 7411 Old Washington Road, Woodbine, MD 21797, hereinafter called "Husband", and COLLEEN ANNE THOMPSON, whose present mailing address is 625-Q Baltimore Boulevard, Westminster, MD 21157, herein-after called "Wife".

RECITATIONS:

The parties hereto are Husband and Wife, having been duly married by religious ceremony in Howard County, State of Maryland, on the 11th day of April, 1966.

The parties have mutually agreed to voluntarily separate and did so on March 7, 1986, and thereafter to live separate and apart without cohabitation, and that their intent in doing so is to terminate the marital relationship between them.

The parties mutually desire to formalize the voluntariness of their separation by this Marital Settlement Agreement, and to fix their respective rights with regard to custody of their children, support of their children, support of themselves and each other, the property and possession rights of each, and the liabilities and obligations of each as well as all other matters arising out of the marital relationship between them.

NOW, THEREFORE, in consideration of the premises, the mutual benefits arising hereunder, the covenants of each, and for the purposes of accomplishing the ends sought, Husband and Wife agree as follows:

AGREEMENT TO LIVE SEPARATE AND APART

(1) The parties do hereby expressly agree to live separate and apart from one another, in separate residences, without cohabitation for the purpose of and with a mutual interest of terminating the marriage and the marital relationship between them. Said separation commenced on March 7, 1986.

Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony, insofar as the law allows. Neither party shall come to the home of the other without first having given notice of his or her pending arrival. Each party shall keep the other advised of how he or she may be contacted in the event of an emergency.

Pl. Exhibit No. 1

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INDEPENDENT COUNSEL

(2) Each party independently acknowledges that he or she has freely and voluntarily entered into this Agreement. Each has had independent legal advice concerning this Marital Settlement Agreement prior to the execution hereof, or has been afforded ample opportunity to acquire independent legal advice prior to the execution hereof.

KNOWLEDGE OF ASSETS

(3) Each party independently acknowledges that he or she has full knowledge of the extent, value and character of the property and estate owned by them separately and jointly, and of their respective incomes, obligations and liabilities. Each party covenants that he or she has fully, fairly, and completely disclosed to the other his or her assets, finances, and liabilities prior to the execution hereof.

NON-WAIVER OF RIGHTS

(4) Nothing contained in this Marital Settlement Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being herein expressly reserved.

CARE AND CUSTODY OF MINOR CHILDREN

(5) The care and custody of the minor children born of this marriage; namely, KATHRYN ANNE THOMPSON, born October 16, 1969, and BENJAMIN HOWARD THOMPSON, born September 11, 1976, shall be held jointly by the Husband and Wife, who shall each have an equal voice with the other in all matters relating to the upbringing of said children, provided, however, that the primary residence of said children shall be and remain with the Husband.

If either Husband or Wife decides to move out of the Carroll County area, thereby necessitating a change in the existing visitation schedule, they agree to discuss their plans with each other and make every effort to renegotiate a visitation schedule taking into account the geographic distances. If the parties are unable to resolve this matter between themselves, the party seeking to move out of the area agrees to submit the issue to the Circuit Court for Carroll County, if at least one of the parties resides in Carroll County, for resolution, otherwise to a Court of competent jurisdiction.



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The parties both recognize that the Children's needs, interests, and activities will change and that any schedule relating to them must be flexible to accommodate their needs. The parties agree to make a good faith effort to adjust the visitation schedule when appropriate.

#### SUPPORT OF MINOR CHILDREN

(6) Both parties shall be charged generally with providing for the support and maintenance of the said minor children.

#### MINOR CHILDREN'S MEDICAL EXPENSES

(7) Husband shall maintain health and medical insurance for the benefit of the said minor children until they reach 18 years of age.

#### VISITATION

(8) Wife shall be afforded liberal rights of visitation with the children and of visitation by the children with her, all of which shall be reasonable as to times and circumstances.

#### WAIVER OF ALIMONY

(9) Contemporaneously with and by the execution hereof, and in consideration of the premises, Wife does hereby release and discharge Husband from any and all obligations of further support for herself, it being her express intention to waive, release and surrender any present or future claim she may have against the Husband for alimony, support and maintenance, medical expenses, counsel fees now or hereafter existing, or any other claim she may have or acquire against the Husband.

Contemporaneously with and by the execution hereof, and in consideration of the premises, Husband does hereby release and discharge Wife from any and all obligations of further support for himself, it being his express intention to waive, release and surrender any present or future claim he may have against the Wife for alimony, support and maintenance, medical expenses, counsel fees now or hereafter existing, or any other claim he may have or acquire against the Wife.

#### MEDICAL EXPENSES FOR WIFE

(10) Husband agrees to maintain, at wife's expense, his present medical insurance for the benefit of the Wife until such time as a final divorce is effected.

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#### PERSONAL PROPERTY AND HOUSEHOLD GOODS

(11) The parties have heretofore divided up their personal property to their mutual satisfaction. Each of the parties transfers and assigns to the other all of their respective right, title and interest in and to such of the personal property, personal effects and clothing, household chattels which the parties now have in their respective possession, free of any and all claim of the other party.

The personal property, personal effects and clothing of the Wife shall be the sole and separate property of the Wife, free of any claim by or on behalf of the Husband. The personal property, personal effects and clothing of the Husband shall be the sole and separate property of the Husband, free of any claim by or on behalf of the Wife.

#### MOTOR VEHICLES

(12) The 1986 Blazer automobile presently titled in the Wife's name shall remain the sole and separate property of the Wife, free of any and all claims by or on behalf of the Husband, and she may sell, trade, encumber, dispose of, or otherwise deal with such motor vehicle as she in her sole discretion may deem appropriate. The said motor vehicle is subject to a lien of GMAC, and the Wife agrees to assume responsibility for the payment of said debt and to indemnify and hold the Husband harmless from any claim of actions filed against him as the result of said obligation.

The 1985 Ford pickup truck presently titled in the Husband's name shall remain the sole and separate property of the Husband, free of any and all claims by or on behalf of the Wife, and he may sell, trade, encumber, dispose of, or otherwise deal with such motor vehicle as he in his sole discretion may deem appropriate.

#### REAL ESTATE

(13) The parties own, as tenants by the entireties, the real property and improvements known as 7411 Old Washington Road, Woodbine, MD 21797. Wife agrees to sell, and Husband agrees to purchase, Wife's interest in said home for the sum of SEVENTY THOUSAND DOLLARS (\$70,000.00), payable in five installments, commencing on December 15, 1986 and continuing as set forth below, said installments to each consist of the principal sum of \$14,000.00 plus interest at the rate of 8% per annum on the principal balance outstanding at the time of the payment, said interest to begin accruing on December 15, 1986, to-wit:

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DATE	PRINCIPAL	INTEREST	TOTAL
December 15, 1986	\$14,000.00	\$ - 0 -	\$14,000.00
January 1, 1988	14,000.00	4,664.00	18,664.00
January 1, 1989	14,000.00	3,360.00	17,360.00
January 1, 1990	14,000.00	2,240.00	16,240.00
January 1, 1991	14,000.00	1,120.00	15,120.00

Husband shall receive a credit toward the above payments for any amounts received by Wife as broker's commissions for the sale of any property owned, built, and/or developed by Husband, and Husband shall list all such properties for sale with Wife.

Upon payment in full of the said purchase price and interest, Wife shall execute a warranty deed conveying all of her right, title, and interest in and to the said home unto Husband. Husband shall bear all costs of transfer and settlement.

The said home is presently subject to the lien of two mortgages, held by Sandy Spring National Bank and Westminster Bank and Trust. Husband shall, from the date of this Agreement forward, assume responsibility for the payment of these mortgages, as well as all taxes, insurance premiums, governmental charges, utility expenses, and all other expenses related to said home. Husband agrees to indemnify Wife and hold her harmless from any claim or actions filed against her as the result of any of said obligations.

The parties also own, as tenants by the entireties, a lot in Westminster which is the subject of a contract of sale at and for the price of \$23,000.00. The parties agree to divide equally the net proceeds of said sale, and to divide equally all costs and expenses related to said sale.

CHECKING ACCOUNTS, SAVINGS ACCOUNTS,  
SAVINGS BONDS, CERTIFICATES OF DEPOSIT,  
STOCKS, AND OTHER MONETARY ASSETS

(14) All checking accounts, savings accounts, savings bonds, certificates of deposit, stock, and other monetary assets have been heretofore divided by the parties to their mutual satisfaction. Each assigns all of their right, title and interest into such of these items as the other now has in their name and possession.

DEBTS

(15) Husband and Wife covenant and agree with the other that they will not at any time contract in their own name, or in the name of the other,

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any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit. They further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

INCOME TAX RETURNS

(16) Either party hereto agrees, if so requested by the other, to execute and file joint Federal and State income tax returns for the current year. In this event, the cost of preparing said return shall be divided equally by the parties, and the liability for such joint return(s) shall be allocated according to the proportion of each party's liability on a separate return(s) bears to the total separate return liabilities of the parties. In computing his or her separate return liability, each party shall take into account such income, deductions, exemptions and credits as are in accordance with the then prevailing law and each party shall hold the other harmless for any liability incurred for failure to pay his or her proportionate share of such taxes.

Any refunds or deficiencies arising out of joint returns filed in accordance with the provisions of this Item 16 shall be allocated between the parties by recomputing each party's separate return liability and then reapplying the specified formula provided, however, that the tax payments made by either party for the year in question shall be taken into account in allocating any such refunds or deficiencies between the parties. The parties hereby agree to execute all documents and papers necessary to contest any deficiency or to prosecute any claim(s) for refund.

Wife agrees that Husband shall have the power to endorse any and all 'refund checks' drawn payable to the joint orders of the parties hereto provided Husband shall account for and pay over to wife, without delay and/or prior request by Wife, any part of the proceeds of any such 'refund' allocable to Wife as hereinabove provided.

Husband shall be entitled to claim the exemptions for the minor children for income tax purposes.



OTHER PROPERTY

(18) Husband hereby waives any and all right, title and interest in and to the Morgan houses belonging to Wife, and Wife shall assume responsibility and indemnify Husband for all expenses relating to said houses.

Wife hereby waives any and all right, title and interest in and to the construction business presently operated by Husband, and Husband shall assume responsibility and indemnify Wife for all expenses relating to said business.

WAIVER OF RIGHTS

(18) Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under the Property Disposition in Annulment and Divorce provisions of the Family Law Article, Annotated Code of Maryland, and any amendments thereto, and any claim against the other or against his or her property by virtue of any future change or any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

LEGAL FEES AND COURT COSTS

(19) Husband and Wife covenant and agree that each shall pay his or her own attorney's fees and Court costs arising out of this Marital Settlement Agreement and any subsequent divorce action should one of the parties later bring a Complaint for divorce against the other. The parties shall equally divide all court costs, including Master's fee, arising out of such divorce action.

INCORPORATION OF AGREEMENT

(20) With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof.

POWER OF ATTORNEY

(21) In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth, (but for no other purposes) each of the parties do hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver, according to law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements hereinset forth with respect to the transfer of the real and tangible personal property herein described.

ALTERATIONS, CHANGES, CANCELLATIONS, ETC.

(22) It is intended that none of the provisions of this Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation, or annulment shall only take

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place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto. The amendment or deletion or any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof. No Court shall amend, change or alter any provisions herein with respect to the division of property of the parties, or with respect to any provision pertaining to support and maintenance of Husband or Wife.

## ENTIRE AGREEMENT

(23) This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

## INTERPRETATION

(24) This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

## VOLUNTARY EXECUTION

(25) The parties hereto declare that they fully understand all of the terms and provisions of this Agreement; that each has been advised of his or her legal rights and liabilities; and that each signs this Agreement freely and voluntarily, intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

IN WITNESS WHEREOF, the parties have set their hands and seals this 5<sup>th</sup> day of January, Nineteen Hundred and Eighty-eight.

WITNESS

*Josephine M. Moss*  
WITNESS

JOHN HOWARD THOMPSON

COLLEEN ANNE THOMPSON

- 10 -

STATE OF MARYLAND, COUNTY OF CARROLL, to-wit:

I HEREBY CERTIFY that on this 5<sup>th</sup> day of January, 1986, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN HOWARD THOMPSON, and made oath in due form of law, under penalty of perjury, that the matters and facts contained in the foregoing Marital Settlement Agreement are true.

AS WITNESS my hand and Notarial Seal.

*[Signature]*  
Notary Public - Commission Expires 7/1/90

STATE OF MARYLAND, COUNTY OF CARROLL, to-wit:

I HEREBY CERTIFY that on this 30<sup>th</sup> day of December, 1986, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared COLLEEN ANNE THOMPSON, and made oath in due form of law, under penalty of perjury, that the matters and facts contained in the foregoing Marital Settlement Agreement are true.

AS WITNESS my hand and Notarial Seal.

*[Signature]*  
Notary Public - Commission Expires 7/1/90



SANDRA FROCK NAVE : In the  
Plaintiff : Circuit Court  
vs : for  
RICHARD D. NAVE : Carroll County  
Defendant : Case No. CV 4152

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 14<sup>TH</sup> day of October, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Sandra Frock Nave, be and she is hereby granted an Absolute Divorce from the Defendant, Richard D. Nave; and

It is further ADJUDGED and ORDERED that the Plaintiff, Sandra Frock Nave, be and she is hereby awarded the guardianship and custody of Jacquelin Anita Nave and Jamie Elizabeth Nave, the minor children of the parties hereto, subject to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Marital Settlement Agreement by and between the parties hereto, dated September 13, 1986, and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ADJUDGED and ORDERED that the Defendant, Richard D. Nave, be and he is hereby granted the right of liberal visitation with said minor children as set out in Paragraph entitled "Visitation" of said Agreement, subject to the further Order of this Court; and

*Filed Oct 14, 1987*

It is further ADJUDGED and ORDERED that the Defendant pay unto Plaintiff, through the Bureau of Support Enforcement, Carroll County Department of Social Services, P.O. Box 800, Westminster, Maryland, 21157, the sum of \$200.00 per week toward the support of the minor children of the parties, subject to the further Order of this Court; and

It is further ADJUDGED and ORDERED that the Defendant pay unto Plaintiff, through the Bureau of Support Enforcement, the sum of \$200.00 per week spousal support and maintenance; and

It is further ORDERED that Defendant is in arrears in the payment of child support in the amount of \$3,911.34 and in the payment of spousal support and maintenance in the amount of \$3,911.34, for a total of \$7,822.68; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply

will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

*John R. Burns*  
Judge

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 13<sup>th</sup> day of September, 1986, by and between SANDRA PROCK NAVE, hereinafter called "Wife", and RICHARD D. NAVE, hereinafter called "Husband".

RECITATIONS:

The parties hereto are Husband and Wife, having been duly married by a Religious Ceremony in Carroll County, Maryland on August 3, 1975.

The parties have been living separate and apart since June 21, 1986. That upon execution of this Marital Settlement Agreement, the parties recognize that their separation shall become voluntary.

The parties mutually desire to formalize the voluntariness of their separation by this Agreement, and to fix their respective rights with regard to custody, child support, the support of themselves and each other, the property and possession rights of each, and the liabilities and obligations of each as well as all of the matters arising out of the marital relationship between them.

NOW, THEREFORE, in consideration of the premises, the mutual benefits arising hereunder, the covenants of each, and for the purposes of accomplishing the ends sought, Husband and Wife agree as follows:

1. AGREEMENT TO LIVE SEPARATE AND APART

The parties do hereby expressly agree to live separate and apart from one another, in separate residences, without cohabitation for the purpose of and with a mutual interest of terminating the marriage and the marital relationship between them. Said voluntary separation having commenced on the date of execution of this Agreement.

Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony, insofar as the law allows. Neither party shall come to the home of the other without first having given notice of his or her pending arrival. Each party shall keep the other advised of how he or she may be contacted in the event of an emergency.



2. CARE AND CUSTODY OF THE MINOR CHILDREN

Two children were born to the parties as a result of their marriage; namely, JACQUELIN ANITA NAVE and JAMIE ELIZABETH NAVE, both children being born on November 8, 1979. The parties have agreed that the Wife shall retain the care and custody of the minor children.

3. VISITATION

Husband shall be entitled to full and liberal visitation rights with the minor children. Husband shall be entitled to visit with the children away from the family home on Tuesday and Thursday evenings of each and every week. Husband shall also be entitled to visit with the minor children every other weekend on Saturday and Sunday during the daytime, the exact times for pickup and return of the minor children to be agreed upon by the parties. The parties further agree that upon the Husband securing suitable living quarters he shall have overnight visitation rights with the minor children on the Saturday evenings every other weekend. The parties further agree that they shall alternate holidays and birthdays and each shall be entitled to at least two weeks during the summer vacation months. The exact dates of the summer vacation weeks shall be mutually agreed upon by the parties.

4. SUPPORT AND MAINTENANCE FOR CHILDREN AND SPOUSE

Husband shall pay Wife the sum of Two Hundred Dollars (\$200.00) per week as child support and Two Hundred Dollars (\$200.00) per week as spousal support and maintenance for a total weekly payment by Husband of Four Hundred Dollars (\$400.00). Each party shall pay one-half of all medical, dental and eye glass expenses for the children not covered by insurance. Wife agrees to maintain health insurance on the minor children as offered through her employer until the children reach the age of majority. The parties agree to divide equally the costs of any health insurance for the minor children maintained through Wife's employer.

5. OTHER PROPERTY

Real Estate. Husband shall convey all his right, title and interest in the real estate known as 3040 Crown Circle, Manchester, Maryland, 21102, to Wife. Wife shall assume full responsibility for the current mortgage on the real estate including principal and interest, real estate taxes, homeowners insurance and all utilities. Wife shall pay costs of this transfer which shall occur as soon as practicable after the execution of this Marital Settlement Agreement.

Personal Property. The parties heretofore divided their personal property and furniture to their mutual satisfaction. Each party shall be entitled to the personal property in their present physical possession. Wife shall be entitled to all personal property which remains in the family home as of the date of separation except that Husband shall be entitled to remove all of his personal clothing and effects still remaining in the family home. Each of the parties transfers and assigns to the other all of their respective right, title and interest in and to the personal property above recited, free and clear of any and all claim of the other party.

Bank Accounts. Each party shall retain free and clear of any claim from the other all savings, checking or certificates of deposit presently titled in their individual names. All joint accounts have been previously divided between the parties.

Automobiles. The parties presently own a 1978 Pontiac Firebird, titled in the name of the Husband. Husband agrees to transfer to Wife all his right, title and interest in this automobile.

6. DEBTS

Husband shall assume full responsibility for repayment of the approximately Seven Hundred Dollars (\$700.00) due and owing to Master Card and ~~Husband shall assume full responsibility for payment of the loan from Commercial Credit~~ (account #287058) with an approximate balance of \$8,865.42.

Wife shall assume full responsibility for payment of the credit card balance due and owing J. C. Penneys (approximate balance: \$500.00).

Each party shall hold the other harmless and indemnify the other for any and all claims arising out of the debts which they have respectively agreed to assume under this paragraph.

Husband and Wife further covenant and agree that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit, except as specifically set forth in this paragraph. They further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.



7. TERMINATION OF SPOUSAL SUPPORT AND MAINTENANCE

The payments set forth under paragraph 4 for the support and maintenance of the spouse shall continue only as long as the parties live separate and apart and shall terminate upon the first to occur of any one of the following events:

- (a) The death of the Wife;
- (b) The death of the Husband; and
- (c) Remarriage of Wife.

In no event shall Husband have any liability to make any support and maintenance payments or any payment as a substitute for such support and maintenance payments after the death of Wife.

Wife accepts the provisions of paragraphs 7 and 4 in lieu of any other provisions for allowance for her support. The parties agree that the provisions of these paragraphs shall not be subject to modification by the Court and the parties waive the right to ever request any Court to change or make a different provision for Wife's support and neither will hereafter apply to any Court for an increase or decrease in the amount or for a modification of any of the terms of the support provided for by these paragraphs.

8. WAIVER OF RIGHTS

Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under Maryland Annotated Code, Family Law Article, Sections 8-201 - 8-211, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change or any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own

or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

9. NON-WAIVER OF RIGHTS

Nothing contained in this Marital Settlement Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being herein expressly reserved.

10. INDEPENDENT COUNSEL

Each party independently acknowledges that he or she has freely and voluntarily entered into this Agreement. Each has had independent legal advice concerning this Marital Settlement Agreement prior to the execution hereof, or has been afforded ample opportunity to acquire independent legal advice prior to the execution hereof.

11. LEGAL FEES AND COURT COSTS

Husband and Wife covenant and agree that each shall pay his or her own attorney's fees and Court costs arising out of this Agreement and any subsequent divorce action.

12. INCORPORATION OF AGREEMENT

With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

13. MODIFICATIONS TO AGREEMENT

It is intended that none of the provisions of this Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation, or annulment shall only take place after



reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto. The amendment or deletion or any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof. No Court shall amend, change or alter any provisions herein with respect to the division of property of the parties, or with respect to any provision pertaining to support and maintenance of Husband or Wife.

#### 14. ENTIRE AGREEMENT

This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

#### 15. APPLICABLE LAW

This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

#### 16. VOLUNTARY EXECUTION

The parties hereto declare that they fully understand all of the terms and provisions of this Agreement and that each signs this Agreement freely and voluntarily, intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and date above written.

Elwood E. Swan (SEAL)  
WITNESS  
Elwood E. Swan  
WITNESS  
Richard D. Nave (SEAL)  
RICHARD D. NAVE  
Sandra Brock Nave (SEAL)  
SANDRA BROCK NAVE

STATE OF MARYLAND)  
COUNTY OF Carroll ) TO WIT:

I HEREBY CERTIFY that on this 13 day of Sept, 1986, the above-named RICHARD D. NAVE, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Elwood E. Swan  
Notary Public  
My Commission Expires: 7/1/90

STATE OF MARYLAND)  
COUNTY OF Carroll ) TO WIT:

I HEREBY CERTIFY that on this 13 day of Sept, 1986, the above-named SANDRA BROCK NAVE, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Elwood E. Swan  
Notary Public  
My Commission Expires: 7/1/90

BOOK 32 PAGE 59

DONALD RICKY DULL : In the  
Plaintiff : Circuit Court  
vs : for  
DENISE LOUISE DULL : Carroll County  
Defendant : Case No. CV 4348

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 14<sup>th</sup> day of October,  
Nineteen Hundred and Eighty-seven, that the above-named Plaintiff,  
Donald Ricky Dull, be and he is hereby granted an Absolute Divorce  
from the Defendant, Denise Louise Dull; and

It is further ADJUDGED and ORDERED that the Defendant, Denise  
Louise Dull, be and she is hereby awarded the guardianship and cus-  
tody of Mason Lee Dull and Adam David Dull, the minor children of  
the parties hereto, with the right unto the Plaintiff, Donald Ricky  
Dull, to visit said children at reasonable times and under proper  
circumstances; all subject, however, to the continuing jurisdiction  
of this Court; and

It is further ADJUDGED and ORDERED that the Plaintiff pay  
direct unto the Defendant the sum of \$100.00 per month per child,  
for a total of \$200.00 per month, toward the support of the minor  
children of the parties, and, in addition thereto, shall maintain  
health and dental coverage for said children, subject to the fur-  
ther Order of this Court; and

It is further ORDERED that this order constitutes an immediate  
and continuing withholding order on all earnings due the Plaintiff

*Filed Oct. 14, 1987*

BOOK 32 PAGE 60

on and after the date of this Order, subject to the conditions  
set forth in Annotated Code of Maryland, Family Law Article, Section  
10-120, et seq.; and

It is further ORDERED that, if the Plaintiff accumulates  
support payment arrears amounting to more than 30 days of support,  
he shall be subject to earnings withholding; and

It is further ORDERED that the Plaintiff shall notify the  
Court within 10 days of any change of address or employment as  
long as this support order is in effect, and failure to comply  
will subject him to a penalty not to exceed \$250.00 and may re-  
sult in his not receiving notice of proceedings for earnings  
withholding; and

It is further ORDERED that the Plaintiff pay the costs of  
these proceedings.

*Deke K. Bunn*  
Judge



BOOK 32 PAGE 61

KENNETH W. FROCK : In the  
Plaintiff : Circuit Court  
vs : for  
JULIE A. FROCK : Carroll County  
Defendant : Case No. CV 4333

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 14<sup>th</sup> day of October, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Kenneth W. Frock, be and he is hereby granted an Absolute Divorce from the Defendant, Julie A. Frock; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated February 21, 1987 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

*John R. Burns*  
Judge

RECEIVED IN  
CIRCUIT COURT  
CARROLL CO., MD  
OCT 14 4 25 PM '87  
LARRY W. SHIPLEY  
CLERK

BOOK 32 PAGE 62

EXHIBIT A

VOLUNTARY SEPARATION AND  
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 21<sup>st</sup> day of FEBRUARY, 1987, by and between KENNETH W. FROCK, of Carroll County, Maryland, herein called "Husband", and JULIE A. FROCK, of Carroll County, Maryland, herein called "Wife".

WHEREAS, the parties hereto are now husband and wife, having been legally married by a religious ceremony in Carroll County, Maryland, on April 12, 1980, and whereas certain irreconcilable differences have arisen between said parties for which reason they have voluntarily consented and agreed to separate and no longer to reside together as husband and wife, said voluntary separation having occurred on or about May 31, 1986, and said separation having been continuous since that date, and that said parties do hereby voluntarily consent and agree from the date of this agreement to continue to live separate and apart from each other during their natural lives, it being fully understood that nothing herein contained shall be construed in any way as waiving or condoning any cause for divorce.

AND WHEREAS, the parties intend and contemplate that their separation shall be permanent, in connection with which separation it is the intention and desire of the parties that there be a complete, final and effective division and settlement of their respective rights and holdings, except as herein otherwise provided, and the relinquishment of all rights, interest and claims which one party might otherwise have upon the property of the other.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and to accomplish the ends sought, both parties

PL Exhibit No. 1

with full knowledge of the extent, value and character of the properties owned by them separately and jointly, and of their respective income, obligations and needs, after due consideration, do fully and voluntarily agree as follows:

#### CHILDREN

That no children were born to husband and wife as a result of this marriage.

#### AGREEMENT TO LIVE SEPARATE AND APART

The parties shall live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him or her shall seem advisable for his or her sole and separate use and benefit, without and free from any control, restraint or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him or her by any proceeding for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

#### PERSONAL PROPERTY

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does release, transfer and assign unto wife all of his right, title and interest in and to all furniture, household effects and personal property now in the possession of wife which were formerly jointly owned by the parties or owned separately by each, except as herein provided.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does release, transfer and assign unto husband all of her right, title and interest in and to all furniture, household effects and personal property now in the possession of husband which were formerly jointly owned by the parties or owned separately by each, except as herein provided.

#### SUPPORT

Husband and wife hereby expressly forever waive any present or future claim he or she may have against the other for alimony and/or support for himself or herself.

#### DEBT

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does hereby agree not to contract debts, charges or liabilities for which wife may be liable, and at all times to keep wife free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by husband in his individual capacity.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does hereby agree not to contract debts, charges or liabilities for which husband may be liable, and at all times to keep husband free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by wife in her individual capacity.

#### MUTUAL RELEASE

Subject to and except for the provisions of



this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights or demands whatsoever, in law or equity, which each of the parties ever had or now has against the other except any or all cause or causes of action for divorce.

Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives and assigns, releases all claims, demands and interests arising under the Marital Property Act, Ch. 296 (1984) Law of Md., including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

#### RELEASE OF CLAIMS AGAINST SPOUSE'S ESTATE

All property individually owned by either party, real, personal or mixed, of any kind, character or description, or which shall in any manner hereafter devolve on either individually, shall be the sole and separate property of each individually, wholly free from any rights of the other during his or her life or after his or her death, with full power in each to convey, assign, charge or will his or her said individual property as if unmarried. Each of the parties covenants that this agreement shall operate as a full, complete and final settlement, satisfaction, discharge and adjudication of any and all legal rights, claims or demands of either

party against the other by way of widow's award, homestead, inheritance, dower, curtesy or any other interest or money demand, which might be asserted by either party hereto against the other party or the property or estate of such other party, to the end that each shall be forever barred from all rights in and to the property and estate, and to the right to administer upon the property and estate, of the other. It is the intention of the parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried, and upon the death of either, the property, both real and personal, then owned by him or her shall pass by his or her Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim of the other party as if the parties at such time were unmarried.

#### CLAIM FOR DIVORCE

Each party expressly stipulates that the other party retains and reserves the right to begin and conclude a proceeding or proceedings, as he or she may deem convenient, necessary or proper, to obtain a decree of divorce. It is understood and agreed that each party will pay his or her own counsel fees in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past or at the present. If a divorce proceeding is brought by either party against the other, the party bringing said action shall be responsible for all Court costs including, but not limited to, any Master's fee incurred in the obtaining of a final divorce.

Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this

agreement or any provisions hereof. It is intended that none of the provisions of the agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced in writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth (but for no other purpose) each of the parties does hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver, according to law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the real and tangible personal property herein described.

#### INCORPORATION INTO DECREE OF DIVORCE

With the approval of any Court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this agreement shall be incorporated in said Decree of Divorce, but shall not merge therein. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that

they will nevertheless abide by and carry out all provisions hereof.

#### WAIVER OF MODIFICATION

This Agreement contains the entire understanding between the parties. This Agreement shall not be subject to Court modification. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

The parties hereto declare that they fully understand all the terms and provisions of this agreement; that each has been advised of his respective legal rights and liabilities and that each signs this agreement freely and voluntarily, having had the opportunity to secure the advice of independent counsel, and intending thereby that this agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

AS WITNESS the hands and seals of each of said parties duly witnessed and acknowledged.  
WITNESS:

*[Signature]*  
*[Signature]*

*Kenneth W. Frock* (SEAL)  
KENNETH W. FROCK

*Julie A. Frock* (SEAL)  
JULIE A. FROCK



BOOK 32 PAGE 69

STATE OF MARYLAND)  
COUNTY OF CARROLL) TO WIT:

I HEREBY CERTIFY that on this 21<sup>st</sup> day of February, 1987, the above-named KENNETH W. FROCK personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Grace H. MacLellan  
Notary Public  
My Commission Expires: 7/1/90

STATE OF MARYLAND)  
COUNTY OF CARROLL) TO WIT:

I HEREBY CERTIFY that on this 21<sup>st</sup> day of January, 1987, the above-named JULIE A. FROCK personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Catherine M. Freeman  
Notary Public  
My Commission Expires: 7/1/90

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BOOK 32 PAGE 70

YOUNG HORNER	*	IN THE
PLAINTIFF/CROSS	*	CIRCUIT COURT
DEFENDANT	*	FOR
VS	*	CARROLL COUNTY
JOSHUA S. HORNER	*	CIVIL CASE NO. 1855
DEFENDANT/CROSS	*	
PLAINTIFF	*	

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ORDER

In accordance with the attendant Memorandum Opinion, it is this 20<sup>th</sup> day of October, 1987, by the Circuit Court for Carroll County

ORDERED that the Plaintiff, Young Horner, be and hereby is divorced a vinculo matrimonii from the Defendant, Joshua S. Horner; and it is further

ORDERED that the Plaintiff be and hereby is awarded sole legal and physical custody of the minor child, Patrick Scott, the Defendant to have, as a minimum, the liberal visitation privileges agreed to in the parties' separation and property settlement agreement; and it is further

ORDERED that the Defendant be and hereby is awarded sole legal and physical custody of the minor child, Joshua Daniel, the

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*Filed Oct. 20, 1987*

Plaintiff to have, as a minimum, the liberal visitation privileges agreed to in the parties' separation and property settlement agreement; and it is further

ORDERED that the Defendant pay directly unto the Plaintiff support in the amount of fifty dollars (\$50) per week for the support of Patrick.

*Luke K. Burns, Jr.*

Luke K. Burns, Jr.  
Associate Judge

COPIES: Sandra F. Haines, Esq.  
Carroll Marshall, Esq.

YOUNG HORNER	*	IN THE
PLAINTIFF/CROSS	*	CIRCUIT COURT
DEFENDANT	*	FOR
VS	*	CARROLL COUNTY
JOSHUA S. HORNER	*	CIVIL CASE NO. 1855
DEFENDANT/CROSS	*	
PLAINTIFF	*	

\*\*\*\*\*

MEMORANDUM OPINION AND ORDER

I. INTRODUCTION

On October 24, 1985, the Plaintiff and Cross Defendant, Young Horner, filed a Bill of Complaint for a Divorce a Mensa et Thoro, alimony, child custody and support, a determination of and division of personal property, and other relief. The Defendant and Cross Plaintiff countered on November 7, 1985 with a Cross-Bill of Complaint for a Divorce a Mensa et Thoro, alimony, child custody and support, a determination of and division of personal and real property, and other relief. On February 11, 1987, the Defendant filed a Supplemental Cross Complaint for a Divorce a Vinculo Matrimonii or a Divorce a Mensa et Thoro.

A hearing was held on April 4, 1986, at which time a pendente lite settlement was reached and put on the record. The Court also ordered a custody investigation and evaluation by

*Filed Oct 24, 1987*



the Carroll County Department of Social Services, and a mental examination of the parties by Dr. Neil H. Blumberg.

Another hearing was held before a Special Master on May 28, 1987 on the issues of custody, child support, use, occupancy and possession of the family home, and use and possession of family use personal property, pendente lite. On June 15, 1987, the Court ordered that the custody of the minor children be awarded to the Defendant and Cross Plaintiff, Joshua Horner, pendente lite. Mr. Horner was also awarded use, occupancy, and possession of the family home.

When the Plaintiff refused to leave the family home, there was a hearing for contempt on July 2, 1987. Thereafter followed an Order amending the June 15, 1987 Order, allowing the Plaintiff to remain in the family home with the minor children until the trial on August 13, 1987.

Another hearing was held on September 1, 1987, on a motion by Patrick Horner, minor child of the parties. Patrick, being sixteen years of age, was requesting that he be represented by counsel in court proceedings affecting his custody. This motion was denied.

The parties finally came before the Court on September 17, 1987. They proceeded to be heard on Defendant and Cross Plaintiff's Supplemental Cross Complaint. Trial lasted for two

days. Testimony was heard, a separation and property settlement agreement was submitted, and the Court held the matter sub-curia.

The central issue of the instant case is the custody of the parties' minor children, Patrick Scott Horner and Joshua Daniel (Danny) Horner. Subordinate to this issue is the question of an absolute divorce, all other questions of visitation, child support, alimony, personal and marital property, marital debts, pension, and counsel fees having been addressed in a separation and property settlement agreement signed by the parties.

## II. DIVORCE

The Cross Complaint, filed by Mr. Horner on November 7, 1985, pleads a more than one year mutual and voluntary separation as grounds for divorce. Mr. Horner testified that the parties voluntarily separated on December 26, 1985, Mr. Horner being the one who left the marital home. Mr. Horner further testified that the parties have lived separate and apart without any cohabitation since December 26, 1985 and that the parties are beyond any reasonable hope of reconciliation. Mr. Horner's testimony was corroborated by Anne Horner, sister of Mr. Horner. The Court therefore will grant the Divorce a Vinculo Matrimonii on the grounds of a voluntary separation for more than one year.

## III. CHILD CUSTODY AND SUPPORT

The parties have two minor children: Patrick S. Horner, born August 2, 1971 and Joshua D. (Danny) Horner, born May 23, 1974. Mrs. Horner requests that the Court award her sole legal and physical custody of the minor children, while Mr. Horner requests that the Court award him sole legal and physical custody of the minor children. The testimony in this case makes it clear that the bitter and protracted battle that has resulted from each parent's attempt to gain custody of the boys has had a traumatic effect on the children.

As in any award of custody, the primary consideration under Maryland law is "... serving the welfare and promoting the best interests of the children." Doyle v. Hooks, 296 Md. 123, 125 (1983); McAndrew v. McAndrew, 39 Md. App. 1, 4 (1978); Krebs v. Krebs, 255 Md. 264 (1969). In order to act in the children's best interests, the determination of custody lies within the sound discretion of the Court. Dorsey v. Dorsey, 245 Md. 703 (1967). This is because the judge has at his command "... not only the evidence offered by the parties but a full panoply of social service and other extrajudicial agency resources." McAndrew v. McAndrew, 39 Md. App. 1, 9 (1978).

To ascertain what is likely to be in the children's best interest, Chief Judge Gilbert, in Montgomery County v. Sanders, 38 Md. App. 406, 420 (1978), states that a court may properly consider the following criteria: 1) fitness of the parents 2) character and reputation of the parties 3) desire of the natural parents and agreements between them 4) the potential of

maintaining natural family relations 5) the preference of the children, if old enough to make a rational decision 6) the material opportunities affecting the children's future 7) the age, health and sex of the children 8) the residences of the parents and the opportunity for visitation 9) the length of separation from the natural parents and 10) prior voluntary abandonment or surrender. Of course there is no absolute and inflexible rule in making a custody decision. Parker v. Parker, 222 Md. 69 (1960). Each case must be judged on its own facts. Miller v. Miller, 191 Md. 396 (1948).

In the case at bar, we have attempted to apply the criteria for a judicial determination of custody suggested by Chief Judge Gilbert, "... not weighing any one to the exclusion of all others ...," while examining "... the totality of the situation in the alternative environments." Montgomery County v. Sanders, 38 Md. App. at 420. It is with this in mind that we review those considerations.

One factor to be considered is the fitness of the parents. A Special Master, after an all day hearing on May 28, 1987, found that both parties were fit and proper persons to have custody of their minor children. However, he recommended that it would be in the best interests of the boys if their father were given custody, as well as the right to occupy the family home. This finding was supported by psychiatric evaluations of both parents by Dr. Neil Blumberg, who, in his report to the Court, stated that both Mr. and Mrs. Horner "would be able to provide



appropriate and adequate parenting," but that Mr. Horner would be "an excellent custodial parent" whereas Mrs. Horner would be "a good custodial parent." This finding was also supported by Nancy Ostovitz, L.C.S.W. of the Carroll County Department of Social Services, who, in her child custody evaluation report to the Court, found Young and Joshua Horner to be "adequate parents," but that Patrick and Daniel would more likely "prosper in the custody of their father."

Another factor is the character and reputation of the parties. There was testimony that Mr. Horner is very much involved with his church and its youth programs and has attended church regularly with his sons. There was also testimony that Mr. Horner has been involved in the boys' scouting and athletic activities, as a scout leader and Little League coach. As for Mrs. Horner, there was testimony that she sometimes had attended church with the family and she now regularly attends her son Danny's sporting events.

As for the desires of the parents, it has already been stated that each one wants sole legal and physical custody of both Patrick and Daniel.

Another possible consideration is the potential of maintaining natural family relations. There is little doubt from the testimony given that the parents find it nearly impossible to communicate civilly with one another, much less be cooperative in working toward common goals for the good of the boys. It is unfortunate that although they each express appropriate concern

for their children's welfare and needs, much of their energy has been expended in acts of hostility toward one another.

The preference of the children may also be a consideration. In the instant case, the desire of Patrick to remain in his mother's custody has become quite obvious. In Patrick's interview with Nancy Ostovitz (Carroll County Department of Social Services) on December 12, 1986, he did not state a parental preference. However, in a recent interview on September 14, 1987, he was adamant about staying with his mother and wanted to be with his brother too. In his previous in camera discussion with the Master, Patrick had expressed a desire to have more time with his mother. In his in camera discussion with the Judge, Patrick clearly stated his desire to stay with his mother.

On the other hand, Danny's preference as to a custodial parent is not as clear. In his interview with Nancy Ostovitz, on December 12, 1986, he was noncommittal regarding a parental preference. He was also noncommittal in his in camera discussion with the Master as well as the Judge. However, in a recent interview on September 14, 1987, with Mrs. Ostovitz, Danny stated that he would live with his father, but since Patrick wants to live with his mother, that he would also choose to live with his mother. Danny also stated that he has a good relationship with his father and that he wants to continue living in the Hampstead area. It is increasingly obvious that Danny is torn between a

desire to be with his father and a desire to also be with his brother.

As far as the material opportunities that each parent might offer the children, there is some disparity at present. Joshua Horner is an industrial engineer and has been with Armco, Inc. for the past twenty-one years. On the other hand, Young Horner is presently working for her brother in his clothing store in Baltimore. She says that she does not draw a salary, but that her brother gives her money when she needs it.

The age, health and sex of each of the children is also a consideration. Each of the two boys in the instant case present very different pictures.

Patrick, the older brother, is a sixteen year old boy whose test scores indicate that he is a gifted student but whose performance in school for the past several years reflects little more than "getting by." Due to some severe emotional problems, Patrick began seeing Dr. Sherrill Cheeks for treatment of depression in September of 1985. He was evaluated by Dr. John R. Lipsey of the Johns Hopkins Affective Disorders Clinic in September of 1986 and found to have symptoms of a major depression; medication was recommended. Patrick also saw Dr. Ruellis for a brief period in the spring of 1987, upon Dr. Cheeks' recommendation, but stopped seeing her in the summer. Most recently, Patrick started seeing Mr. Michael Barretti, who is a school psychologist with Baltimore City and who also has a

private practice in Hampstead, Maryland. At the time of trial, Patrick had seen Mr. Barretti on seven occasions since September 2, 1987. Patrick also has a problem with being overweight.

Danny Horner, the younger brother, is a thirteen year old boy whose test scores indicate that he is an academically able student, but whose school grades are only average. From testimony given, it appears that although Danny is certainly affected by the hostility and stress of his parents' separation, he is still able to cope and function normally without significant signs of distress. He also actively participates in sports.

As for the residences of the parents and the opportunity for visitation, once custody is determined, a separation and property settlement agreement has already been signed by the parties in which it is agreed that Joshua Horner will pay Young Horner one half of the equity in the marital home. Joshua Horner will therefore be residing in the family home in Hampstead, Maryland. While it is not certain where Young Horner will reside in the future, it is likely that she will either remain in the Hampstead area or perhaps in Baltimore, close to her work, as she has done previously. Whether Mrs. Horner lives in Hampstead or in Baltimore, she will certainly be in close proximity to facilitate visitation.

While there has been no voluntary abandonment or surrender, there has been a period of time when the children were



separated from both their mother as well as their father. In the summer of 1984, the Horners had a trial separation whereby the boys remained in the Hampstead family home with their father, and Young Horner moved to Baltimore for the summer. She returned in the fall. Then on December 26, 1985, Joshua Horner voluntarily left the marital home upon mutual agreement with his wife and took up residence with his parents in Sparks, Maryland. After a Master's Hearing on May 28, 1987, there was a Court Order on June 15, 1987, awarding temporary custody of Patrick and Danny to their father as well as use and possession of the family home. However, Mrs. Horner refused to leave, after which there was a contempt hearing. An amendment was made of the June Order to allow the children to remain in the family home with their mother until the date of trial.

After a consideration of the factors that, as suggested in Montgomery County v. Sanders, 38 Md. App. 406, 420 (1978), could prove important in a custody determination, it is also pointed out that it is equally important to consider the "totality of the situation." It is also necessary, therefore, to look beyond the individual factors and to consider the larger picture. In doing so, the Court finds that split custody, giving Joshua Horner sole legal and physical custody of Danny and giving Young Horner sole legal and physical custody of Patrick, would be in the best interests of the children.

There is no doubt that Maryland cases rely on the proposition that it is ordinarily in the best interests and

welfare of children of the same parents to be kept together to grow up as brothers and sisters under the same roof. Hild v. Hild, 221 Md. 349, 359 (1960); Roussey v. Roussey, 210 Md. 261 (1956); Cullotta v. Cullotta, 193 Md. 374 (1949). Nevertheless, "... when separation becomes necessary or inevitable ... there is no reason why it should not be done." Hild v. Hild, 221 Md. 349, 359 (1960). Nothing in Maryland law prohibits the award of custody "... of one child of a family to the mother, and the custody of another child of the family to the father, if such decision serves the children's best interest." Kennedy v. Kennedy, 55 Md. App. 299, 304 (1983), (custody of sons awarded to father, of daughter to mother); Jordan v. Jordan, 50 Md. App. 437 (1982), (custody of older son awarded to father, of younger son to mother); Davis v. Davis, 28 Md. 119 (1977), (custody of six-year old daughter awarded to mother, of two older children to father); Bryce v. Bryce, 229 Md. 16 (1962), (custody of four-year old daughter awarded to mother, of older daughter and son to father).

In the instant case, there are several reasons why it would be in the best interest of Patrick to remain with his mother while it would be in the best interests of Danny to live with his father.

Patrick should remain in his mother's custody because, at sixteen years of age, it would be difficult to force him, when he is unwilling, to live with his father. He has expressed an ardent desire to stay with his mother. He has also indicated

that it is not important for him to stay in the Hampstead area. In addition, there is serious concern about Patrick's emotional instability that would possibly place him "at risk," according to Mr. Barretti and Mrs. Ostovitz, if he were forced at this point to leave his mother. In spite of the fact that Patrick's father might provide greater stability and guidance for his son, and in spite of Patrick's obvious manipulation to achieve his own demands, the Court must take note of the greater damage that may result if Patrick, in his present emotional state, was forced to cope with leaving his mother and made to live with his father.

Danny, on the other hand, should be placed in the custody of his father. All along he has expressed the belief that he has a good relationship with his father. He also enjoys being with his father and participating in activities with him. Since it has already been agreed that Mr. Horner will buy the family home, and since Danny wishes to stay in Hampstead in order to be with his friends and participate in school and athletic activities, the fact that Danny will live with his father will offer a continuity that will be most beneficial.

Then too, Danny is only thirteen years old, whereas Patrick is sixteen years old and will be finishing high school in less than two years. Therefore Danny has the most to gain by staying with his father in the family home, pursuing his education for five more years in a community where he has grown up, and benefiting from the guidance and stability that his father can offer.

The fact that Danny has expressed a desire to be with his brother, Patrick, must also be addressed. Although separation of siblings may not be the most ideal situation, when separation does become necessary, that does not preclude sibling contact. When this very concern was raised in Jordan v. Jordan, 50 Md. App. 437, 452 (1982), the Court stated that liberal visitation (in that case, 77 days a year) would allow the two brothers who were separated to maintain a good sibling relationship. In another Maryland case, Melton v. Connolly, 219 Md. 184 (1959), a sister was separated from her brother and sister. In that case, the Court noted the importance of making adequate provision in a decree for visitation between the separated sibling and the other children and non-custodial parent. We are aware of the importance of fostering a continuing sibling relationship between Danny and Patrick, as well as a continuing child-parent relationship between Danny and his mother. Therefore, the Court will make more than adequate provision for liberal visitation to occur, according to the terms for visitation of the parties' separation and property settlement agreement.

Finally, as to child support, the parties have already signed a separation and property settlement agreement in which there is a provision that, if the wife is awarded custody of the minor children, the husband will pay child support of fifty dollars (\$50.00) per week per child. There is also a provision that if the husband is awarded custody of the minor children, the matter of child support will be reserved. The Court therefore



will set child support at fifty dollars (\$50.00) a week as per the separation agreement, to be paid by Mr. Horner to Mrs. Horner for the support of Patrick.

*Luke K. Burns, Jr.*  
 Luke K. Burns, Jr.

Associate Judge

COPIES: Sandra F. Haines, Esq.

Carroll Marshall, Esq.

TAMARA A. BILLINGTON	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
DANIEL C. BILLINGTON	*	CARROLL COUNTY
Defendant	*	Case No. CV4020
* * * * *	*	* * * * *

ORDER

THIS cause standing ready for hearing and being presented by the parties, the proceedings have been read and considered by this Court.

WHEREUPON, IT IS this 20<sup>th</sup> day of October, 1987, by the Circuit Court for Carroll County, ORDERED that the Plaintiff, TAMARA A. BILLINGTON, be and is hereby, granted an Absolute Divorce from the Defendant, DANIEL C. BILLINGTON; and it is further

ORDERED that the Plaintiff, Tamara A. Billington, be and is hereby granted the permanent care and custody of the two minor children of the parties with the Defendant, Daniel C. Billington, to have reasonable visitation rights with the children as set forth in the Agreement executed by the parties on June 9, 1986; and it is further

ORDERED that the Defendant, Daniel C. Billington, shall pay child support as set forth in the Order of this Court in Case No. CV2749; and it is further

*Filed Oct. 20, 1987*

ORDERED that the pertinent parts of the Voluntary Separation and Property Agreement executed by the parties on June 9, 1986, together with the Addendum to the Agreement executed on August 31, 1986, be and the same are hereby approved and made a part hereof and incorporated in this Judgment, but not merged therein, having the same force and effect as if fully set forth herein; and it is further

ORDERED that the costs of this proceeding are hereby waived.

*Luke K. Burns*  
JUDGE

VOLUNTARY SEPARATION  
AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 9th day of June, 1986, by and between DANIEL CLAYTON BILLINGTON, hereinafter referred to as "Husband", and TAMARA ANN BILLINGTON, hereinafter referred to as "Wife":

W I T N E S S E T H:

WHEREAS the parties hereto are now Husband and Wife having been legally married by a religious ceremony on the 8th day of May, 1982 in the State of Maryland, County of Howard.

WHEREAS as a result of the said marriage, there were two (2) children born, namely: SAMANTHA MARIE BILLINGTON, born April 8, 1983, and JOSHUA ROBERT BILLINGTON, born February 7, 1985.

WHEREAS certain irreconcilable differences have arisen between the parties, for which they have mutually and voluntarily consented to live separate and apart, and have lived separate and apart since the 18th day of March, 1986 and further that there is no reasonable expectation of a reconciliation between them, and the said parties do hereby consent and agree from the date of this Agreement to continue to live separate and apart from each other during their natural lives.

WHEREAS the parties hereto desire to settle and agree upon their mutual, respective and joint property rights and interests, including but not limited to the equitable division of assets and the provision of support and maintenance of the minor children of the parties and to settle other rights and obligations arising out of the marital relationship, and to that end, this Agreement is executed and delivered.





NOW THEREFORE in consideration of the promises, mutual covenants and agreements contained herein and to accomplish the ends sought, both parties with full knowledge of the extent, value and character of the properties owned by them, separately and jointly, and of their respective incomes, obligations and needs after due consideration, do fully and voluntarily agree as follows:

GENERAL PROVISIONS

The parties agree that they have voluntarily agreed to separate and have separated on the 18th day of March, 1986, and that the separation is permanent and voluntary and each agrees to live separate and apart in separate places of abode, without cohabitation.

Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony.

Neither of the parties shall molest the other or compel or endeavor to compel the other to cohabit or dwell with him or her by any legal proceedings for restitution of conjugal rights; and that said parties may at all times hereafter live apart from each other, free from the other's authority.

Nothing contained in this Agreement, or in the separation of the parties as a result of this Agreement, shall be construed as a waiver by either of the parties for any grounds of divorce which either of them may now have or hereafter have against the other, the same hereby being expressly reserved.

Each party especially stipulates that the other party retains and reserves the right to begin and conclude a proceeding or proceedings, as he or she may deem convenient, necessary or proper, to obtain a Decree of divorce.

CUSTODY OF THE MINOR CHILDREN

The Wife shall have the care and custody of the minor children of the parties with the right and privilege to the Husband to visit with the minor children at such time and place as the parties shall mutually agree upon.

In the event the parties cannot amicably agree upon the said visitation rights in a reasonable manner, it is agreed that the Husband shall have the right to have the children with him at a minimum of every other weekend beginning on Friday at 7:00 p.m. and continuing through Sunday at 8:00 p.m., and the Husband shall further have the right to have the children with him for a period of at least two weeks during the summer vacation period, provided that the Husband shall give the Wife at least two month's notice in writing in advance for such visitation.

In addition to the preceding provisions for visitation, the children shall alternate the following holidays spent with one parent in 1986, and alternate each year thereafter:

- (a) New years Eve and New Years Day, considered one holiday.
- (b) Good Friday through Easter Sunday at the above times, considered one holiday.
- (c) Memorial Day Weekend, considered one holiday.
- (d) July 4th.
- (e) Labor Day Weekend, considered one holiday.
- (f) Thanksgiving Weekend, considered one holiday.
- (g) Christmas Eve.
- (h) Christmas Day

The children shall spend alternate birthdays with each parent.

The Husband shall be responsible for picking up the children for the visitation period. It is understood and agreed,

however, that neither of the parties shall come to the premises of the other for visitation without a prior telephone call or other prior arrangements. Wife and Husband agree to keep each advised of their addresses, and of any changes in their addresses.

Husband agrees to give the Wife at least twenty-four (24) hour notice before exercising his visitation rights with the minor children. Husband further agrees to babysit for the children from time to time at Wife's request provided that the babysitting does not conflict with Husband's work schedule. Wife shall give the twenty-four (24) hour notice before such babysitting.

SUPPORT AND MAINTENANCE OF  
THE MINOR CHILDREN

The Husband shall pay unto the Wife for support and maintenance of the minor children the sum of Twenty Dollars (\$20.00) per week per child. Payments for support shall begin with the signing of this Agreement, if not already being made.

All obligations of the Husband to contribute toward support shall cease when the child reaches the age of eighteen, marries, becomes self supporting or upon the death of the minor child or the Husband, whichever event shall first occur.

In addition to the aforesaid support, the Husband shall carry and keep in force Blue Cross and Blue Shield for the children or other equivalent insurance. The parties further agree that all medical, orthodontal, dental and optical expenses not covered by insurance shall be divided equally between them. The parties obligations to maintain said insurance and pay said expenses shall continue until the occurrence of the events set forth in the foregoing paragraph. In addition, Husband shall be obligated to maintain medical insurance on the minor children

only so long as said insurance is available from Husband's present or future employer. If Husband's employer does not offer such insurance and Wife's employer does, Wife agrees to maintain insurance on the children.

MEDICAL INSURANCE ON WIFE

Husband agrees to maintain his existing medical insurance or a comparable policy in force on Wife until the final divorce of the parties or until such time as said insurance is no longer available through Husband's employment, whichever shall first occur.

DISPOSITION OF PERSONAL PROPERTY

All tangible personal property and household chattels presently located at the parties' residence shall be and remain the sole and exclusive property of the Wife, free and clear of any interest of the Husband, with the exception of those items listed on Schedule A, which is attached hereto and incorporated herein as part hereof. Upon reasonable advance notice to the Wife, Husband shall remove from the parties' residence those items listed on Schedule A, which items shall be and remain the sole and exclusive property of the Husband, free and clear of any interest of the Wife. Husband agrees to have all of his property removed from the Wife's residence within thirty (30) days of the date of this Agreement.

In addition, at such time as Husband obtains his own place to live, Wife agrees to allow Husband to use her TV, chair, table, lamp, and stool from her living room set for several months. After several months, Husband shall return these items to Wife.

The Husband and Wife agree that the clothing, personal effects and personal property of the other of whatsoever description shall be free of the claim of the other.



WAIVER OF ALIMONY

In consideration of the mutual Agreement of the parties voluntarily to live separate and apart and the provisions contained herein for the respective benefit of the parties, and other good and valuable consideration, each party releases and waives unto the other any claim or right to temporary or permanent alimony, support or maintenance, whether past, present or future.

DISPOSITION OF AUTOMOBILES

The Wife is presently the owner of a 1980 Plymouth Horizon, which is subject to a loan to Carroll County Bank and Trust Company on which the Husband, the Wife, and the Wife's Father have signed. Wife agrees to transfer the car to the Husband. Husband shall obtain his own automobile insurance for the vehicle and shall assume all responsibility for the payments to Carroll County Bank and Trust Company. Husband shall indemnify the Wife and Wife's father from any and all liability in connection with the Carroll County Bank and Trust Company loan.

DISPOSITION OF REAL PROPERTY

The parties own, as tenants by the entireties, the real property known as 139 Carnival Drive, Taneytown, Maryland 21787. Said property is subject to the lien and effect of a Mortgage to the Farmers Home Administration.

The Wife shall have the right to reside in the residence on the property for a period of one (1) year from the date of this Agreement. During Wife's occupancy, Husband agrees not to come to the property without express invitation of the Wife.

During the Wife's occupancy, the Husband agrees to pay one-half (1/2) of the real estate taxes and major repairs for the

property. The Wife shall pay the rest of the expenses for the property including the Mortgage payments, homeowners insurance, utilities, and other one-half (1/2) of the major repairs and taxes.

At the end of the one (1) year period, the Wife shall have the option of purchasing the Husband's interest in the home. If Wife elects not to do so, the property shall be listed for sale with a real estate broker to be selected jointly by the parties. At settlement, the net proceeds of sale shall be divided equally between the parties. Net proceeds shall mean such sum as remains after deduction from the gross sales price of the Mortgage and all settlement proceeds.

OUTSTANDING OBLIGATIONS

The Husband agrees to assume and pay the Sears bill and to indemnify the Wife from any and all liability in connection therewith.

MISCELLANEOUS PROVISIONS

With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by the said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provisions thereof, in the said Decree, that in that event, the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is agreed further that regardless of whether the said Agreement and all or any part thereof is incorporated in any such Decree, the same shall not be merged in said Decree, but said Agreement and all of the terms

thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

The parties hereto and each of them, will upon request execute such further and other assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions thereof. It is intended that none of the provisions of this Agreement shall be in any way altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation by the parties hereto, and that any such alteration, change, cancellation or abrogation or annulment shall only take place after reduced in writing, signed, sealed and witnessed and acknowledged by the parties hereto, and the amendment or deletion of any part of this Agreement by the parties as a result of the reconciliation or otherwise, or by any Court, shall not affect the remaining terms and provisions hereof.

In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth (but for no other purpose) each of the parties does hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, in his or her name, place and stead, to execute, acknowledge and deliver according to Law, such other and further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the real and tangible personal property herein described.

The parties further agree as follows:

(a) Husband does hereby covenant and agree not to contract debts, charges or liabilities for which the Wife may be liable, and at all times to keep the Wife free, harmless and

indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by Husband.

(b) Wife does hereby covenant and agree not to contract debts, charges or liabilities for which the Husband may be liable, and at all times to keep the Husband free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by Wife.

Subject only to any provisions contained to the contrary, the Wife and Husband hereby release, relinquish, waive, surrender, grant and assign to each other, their heirs, personal representatives, devisees, legatees, distributees and assigns, all of their rights or claim of dower, descent, inheritance and distribution or the right to administer on their estate in the event they predecease each other or such claim arising out of said marriage between them or otherwise, in and to, or to participate in any way in the ownership, distribution, or enjoyment of the property or estate, of the other, real, personal or mixed, whether now owned or hereafter acquired by them, and whether arising out of the said marriage relation or otherwise, to the end that each of the parties hereto shall be forever barred from all rights in and to the property and estate of the other, excepting only the property herein designated to be the absolute property of the parties, and agree to execute or join with each other in the execution of any deed, assignment, or other conveyance or release which may be necessary or convenient to carry out the provisions hereto and to permit the other to transfer and convey their property free and clear of all claims of the other, as if the said parties were not married.

This Agreement shall be interpreted in accordance with and controlled by the Laws of the State of Maryland.



Husband and Wife agree that the provisions of this Voluntary Separation and Property Settlement Agreement, are not subject to any Court modifications, with the exception of child support, custody and visitation provisions contained herein.

In the event that any of the provisions of this Agreement shall be found to be unenforceable or against public policy, said finding shall not affect the validity of the other provisions of this Agreement and said provisions shall continue in full force and effect.

Each of the parties hereto declares that he or she fully understands all of the terms and provisions of this Agreement and that they have each had the benefit of independent counseling from an attorney of their own choosing, as to the contents of this Agreement, and that each signs this Agreement freely and voluntarily acting independently and intending thereby that this Agreement shall be binding upon the parties hereto, and each party recognizes that all of the terms of the Separation Agreement are recorded and are written herein, and that no other terms of any Agreement shall be binding upon the parties, except as hereinbefore stated.

Except as otherwise provided herein each of the parties hereto himself or herself and his or her respective heirs, personal representatives and assigns releases all claims, demands and interests arising under the Marital Property Act, Ch. 794 (1978), Laws of Maryland, including but not limited to any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

This Agreement is executed in four (4) identical, original counterparts, each of which is complete in itself and

may be introduced in evidence, proved, recorded, and used for any other purpose without the production of the other counterpart, but all of which taken together shall be deemed one and the same instrument.

This Agreement shall endure to and be binding on the heirs, devisees, legatees, personal representatives and assigns of the parties hereto.

WITNESS the hands and seals of the parties.

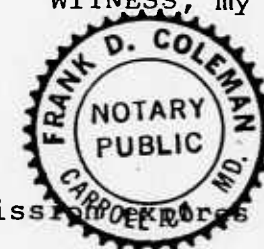
WITNESS:

  
  
 DANIEL CLAYTON BILLINGTON (SEAL)  
 TAMARA ANN BILLINGTON (SEAL)

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 4th day of June, 1986, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, DANIEL CLAYTON BILLINGTON, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

WITNESS, my hand and Notarial Seal.



  
 NOTARY PUBLIC

My commission expires on July 1, 1986

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 22<sup>nd</sup> day of May, 1986, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, TAMARA ANN BILLINGTON, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.

WITNESS, my hand and Notarial Seal.

Jan S. Parker  
NOTARY PUBLIC

My commission expires on July 1, 1986.

GARY LEE HALE	:	In the
Plaintiff	:	Circuit Court
vs	:	for
KANUNGNIT WRITO CHUNN HALE	:	Carroll County
Defendant	:	Case No. CV 3414

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 20<sup>th</sup> day of October, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Gary Lee Hale, be and he is hereby granted an Absolute Divorce from the Defendant, Kanungnit Writo Chunn Hale; and

It is further ADJUDGED and ORDERED that no right of alimony shall accrue to either party from the other in this proceeding; and

It is further ORDERED that the Cross-Complaint filed in this cause, be and it is hereby dismissed; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Rute K. Burns  
Judge

FILED  
OCT 20 1987  
CLERK OF COURT  
CIRCUIT COURT  
CARROLL COUNTY  
MD

Filed Oct. 20, 1987



BOOK 32 101

CHRISTOPHER EVAN DACKSON : In the  
Plaintiff : Circuit Court  
vs : for  
SHARON L. DACKSON : Carroll County  
Defendant : Case No. CV 4502

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 20<sup>th</sup> day of October, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Christopher Evan Dackson, be and he is hereby granted an Absolute Divorce from the Defendant, Sharon L. Dackson; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Rick K. Burns  
Judge

FILED  
OCT 20 1987  
CLERK  
COURT  
CARROLL COUNTY  
MISSOURI

Filed Oct. 20, 1987

BOOK 32 102

ROBERT J. REESE, SR. : In the  
Plaintiff : Circuit Court  
vs : for  
JOAN MARIE REESE : Carroll County  
Defendant : Case No. CV 4505

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 20<sup>th</sup> day of October, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Robert J. Reese, Sr., be and he is hereby granted an Absolute Divorce from the Defendant, Joan Marie Reese; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated July 8, 1986 and filed in this cause of action, be and it is hereby approved and made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Rick K. Burns  
Judge

FILED  
OCT 20 1987  
CLERK  
COURT  
CARROLL COUNTY  
MISSOURI

Filed Oct. 20, 1987

VOLUNTARY SEPARATION  
AND  
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT entered into this 18th day of July, 1986, by and between ROBERT JOSEPH REESE, SR., of the County of Carroll, State of Maryland hereinafter referred to as "Husband" and JOAN MARIE REESE, of the County of Carroll, State of Maryland, herein referred to as "Wife".

EXPLANATORY STATEMENT

The parties hereto were married by a religious ceremony on September 14, 1958 in the County of Carroll, State of Maryland. As a result of their union, there were Three (3) children born to the marriage of the parties hereto; all of whom have reached the age of majority and become emancipated.

In consideration of the differences which have arisen between the parties, they have agreed to and in fact did separate on the 10 day of July, 1986 and have lived separate and apart from one another, voluntarily and by mutual consent, in separate abodes, without cohabitation, with the specific purpose and intent of ending their marriage union, since that date.

It is the mutual desire of the parties entering into this Agreement to formalize their voluntary separation and to settle all disputes concerning alimony, counsel fees, their respective rights in the property or Estate of the other, and their respective rights in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from other marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereto covenant and agree as follows, all as of the effective date of this Agreement.

PL Exhibit No. 1

*RJR*  
*JMR*

RELINQUISHMENT OF MARITAL RIGHTS

The parties hereto shall continue to live separate and apart from one another, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him/her shall seem advisable for his/her sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him/her by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any rights to reside in the home of the other.

RIGHTS INCIDENT TO MARRIAGE RELATION AND  
RIGHTS AS SURVIVING SPOUSE

Except as otherwise provided herein, each of the parties hereto for himself/herself and his/her respective heirs, personal representatives and assigns, grants, remises, and re-leases to the other, any and all rights or interests which he/she now has or may hereafter acquire in the real, personal or other property of the other party.

Each of the parties agrees to execute and deliver any and all deeds, releases, quick claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his/her property as if he/she were unmarried. Each of the parties releases all claims and demands of any kind and nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or Estate of the other party, or in marital property, either statutory or arising in Common Law, specifically including all claims, demands, and interests arising under the Marital Property Act, Family Law Article, Annotated Code of Maryland, as from time to time amended, and specifically including any right to act as the other's personal representative.

It is the intention of each and both parties that during their respective lifetimes they may deal with their separate Estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him/her shall pass by his Will or under the Laws of

*RJR*  
*JMR*



Descent as the case might be, free from any right of inheritance, title, or claim of the other party as if the parties at such time were unmarried.

SAVING AND EXCEPTING THEREFROM: The interest each of them holds in the Real Property located at 2043 Sykesville Road, Westminster, Maryland 21157. Said interest shall remain as Tenants by the Entireties in and during the remainder of the marriage of the parties and shall become a Joint Tenancy at the divorce of the parties. Thereby allowing each to retain his or her interest in said real property in and during his or her life, or, until such time as one of the contingencies set forth under the Subheading of Real Property, is met.

#### PERSONAL PROPERTY

Prior to the execution of this Agreement, the parties hereto have divided all personal property to the satisfaction of each; and they agree that all tangible personal property and household items presently located at the Wife's residence shall remain the sole and exclusive property of the Wife, free and clear of any interest of the Husband, and that all tangible personal property and household items presently located at the Husband's residence, shall be and remain the sole and exclusive property of the Husband, free and clear of any interest of the Wife.

Each party shall retain, as his/her sole and separate property, any stocks, bonds, or other securities, savings or checking accounts, and other assets of every kind, nature of character in his/her own name, including any automobiles owned by either of the parties, free and clear of any interest of the other.

Specifically, the Husband shall retain title and possession to the 1985 Oldsmobile and shall be solely and individually responsible for the payments thereon. The 1978 Oldsmobile of the parties shall remain the exclusive property of the Wife and the Husband shall execute whatever documentation is necessary to title said vehicle in the name of the Wife, individually.

Bob R.  
J.M.L.

#### MUTUAL WAIVER OF ALIMONY

It is the mutual desire of the parties hereto, that hereinafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement and a Two Thousand Dollar (\$2,000.00) cash settlement from the Husband (to be delivered within Sixty (60) days of the signing of this Agreement), and the other terms, covenants, and provisions of this Agreement, including that relating to the Real Property of the parties, the Wife releases and discharges the Husband absolutely and forever, for the rest of her life from any claims and demands past, present, and future, for alimony and support, both pendente lite and permanent; and, the Husband releases and discharges the Wife absolutely and forever, for the rest of his life from any and all claims and demands past, present, and future for alimony and support, both pendente lite and permanent.

#### DEBTS

Each of the parties hereto shall assume all responsibility for the debts (excepting those addressed specifically within this Agreement) contracted for himself/herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability from and after the date of this Agreement, the husband and the wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of the other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his/her own debt or liability and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

#### MUTUAL RELEASE OF PENSION, PROFIT SHARING RIGHTS

The parties hereto have agreed to relinquish any and all rights one may have against the other in so far as his or her rights to monies held in either a Pension Plan or Profit Sharing Plan maintained by the Employer of the other. Accordingly, and in consideration of this Agreement, the Wife

Bob R.  
J.M.L.

releases and discharges the Husband, absolutely and forever, for the rest of her life from any and all claims and demands, past, present and future, in regard to the retirement benefits of the Husband, both pendent lite and permanent; and, the Husband releases and discharges the Wife, absolutely and forever for the rest of his life from any and all claims and demands, past, present and future, in regard to the retirement benefits of the Wife, both pendent lite and permanent.

#### REAL PROPERTY - MARITAL HOME

The principal residence of the parties, located at 2043 Sykesville Road, Westminster, Maryland 21157, owned by the parties hereto as Tenants by the Entireties, shall remain so titled and the Wife shall have exclusive use thereof until the first of the following events occur: 1) the parties hereto agree, in writing, to sell said property (by signing a real estate Listing Agreement, the parties will have met this requirement), 2) the Wife remarries, or 3) a time period of Twenty (20) years has elapsed since the signing of this Agreement, or 4) one of the parties deceases. At the time one of the aforementioned conditions are met, the property shall be sold and the proceeds distributed as is set forth below, or, one or the other of the parties shall have option of buying the other party's interest; however, if one party should purchase the interest of the other, all credits as described below shall be given as if the property had been sold to another individual.

The Husband agrees to make payment of all mortgage, expense of the real property of the parties until such time as the residence is sold. At the time of any sale of the aforementioned property, the Husband shall receive credit for One Half (1/2) of the total monies he has paid toward the mortgage.

The Husband agrees to make payment of all heating and utility expenses of the aforementioned residence for a period of Six (6) months from the date of Separation, without reimbursement at Settlement or any other time.

In so far as repair or maintenance of the subject property is concerned, the Husband agrees to make payment of one-half or 50% of such expense; provided however, that the subject repair is approved by the Husband as being a necessary expense, and the Wife has paid the first \$50.00 of said expense (per repair).

BBQ  
227A

\2 In the event that the Wife retains the services of a repairperson, without the approval of the Husband and the expense of said repair is in excess of the \$50.00 payment to be made by her as the first payment toward any repair, she shall be individually responsible for the payment of the entire bill resulting from said repair.

At the time of Settlement, the Husband shall receive the credit aforementioned herein (50% of the Mortgage payments from the date of Separation) and the parties shall then split the net proceeds of said sale on a 50%-50% basis, between them.

#### MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this Agreement, each party is released and discharged, by this Agreement and does for himself/herself, his/her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims rights or demands, whatsoever, which either of the parties may have in the future or now has against the other.

Neither party waives or condones any claim for divorce which either party may have against the other, now or at any time in the future, and each party hereto, expressly reserves the right to assert any such claim.

#### INSURANCE

The Husband hereto agrees to keep and maintain a policy of Health Insurance which shall cover the Wife until such time as there has been a Decree of Divorce issued to them.

#### TAX RETURNS

The Parties hereto agree that they will file "Separately" Income Tax returns for the Tax Year ending December 31, 1985 and thereafter.

BBQ  
227A



## COUNSEL FEES; COURT COSTS

The parties hereto agree that each shall pay his or her Counsel Fees accrued in the negotiation and preparation of this Agreement and regarding representation during any Divorce Proceedings, without any contribution of the other.

However, each party hereby expressly reserves the right to petition for counsel fees which maybe accrued in the future as a result of the other party breaching his/her obligations as assigned by this Agreement.

If a Divorce proceeding is brought by either party against the other, the party moving for said Divorce shall be responsible for payment of any and all Court and or Master's Fees. In the event that the party who does not initiate action contests any action for Divorce, then both parties shall share equally in the Court and or Master's fees.

## MISCELLANEOUS

A. Each of the parties hereto agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effect the purposes of this Agreement.

B. Except as otherwise provided herein, each of the parties hereto for himself/herself, and his/her respective heirs, personal representatives and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Family Law Article, Sub-Section 8-201, et. seq., Annotated Code of Maryland as time from time amended, including but not limited to any claim for use and possession of the family home, if any; any claim for use and possession of family use personal property, if any; any claim for marital property, if any; and, any claim to monetary award as an adjustment of the equities and rights of the parties concerning marital property.

C. With the approval of any Court of competent jurisdiction in which any divorce proceedings between the parties hereto may be instituted at any time in the future, this Agreement shall be incorporated in any Decree of Divorce passed by that Court.

RJR  
JMK

In the event that the Court shall decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

D. The parties hereto mutually and voluntarily agree that in entering into this Agreement, each party has signed this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage.

E. The parties hereto have been appraised of their right to independent counsel and the Husband has been represented in the matter by Stephen P. Bourexis, Esq..

F. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

G. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representative assigns.

IN WITNESS WHEREOF, the said parties hereto have set their hands and seals the day and year first above written.

*Robert F. Reese*  
WITNESS

*Robert Joseph Reese*  
ROBERT JOSEPH REESE

*Robert F. Reese*  
WITNESS

*Joan Marie Reese*  
JOAN MARIE REESE

RJR  
JMK

BOOK 32 111

STATE OF MARYLAND

COUNTY OF Carroll, TO WIT;

I HEREBY CERTIFY, that on this 8 day of July, 1986, the above named JOAN MARIE REESE, personally appeared before me and made oath in due form of law

that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties thereto, are true and correct as therein stated and acknowledged and that said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and notarial seal.

Robert J. Reese  
NOTARY PUBLIC

My Commission Expires:  
July 1, 1990

STATE OF MARYLAND

COUNTY OF Carroll, TO WIT;

I HEREBY CERTIFY, that on this 8 day of July, 1986, the above named, Robert Joseph Reese, Sr. personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties thereto, are true and correct as therein stated and acknowledged and that said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and notarial seal.

9

Robert J. Reese  
Rmk

BOOK 32 112

SUSAN CHARMAINE PRICE

Plaintiff and  
Counter-Defendant

vs.

JOHN DENNIS PRICE

Defendant and  
Counter-Plaintiff

No. CV 3018

In The  
Circuit Court

For

Carroll County

J U D G M E N T

The parties having appeared in open court on September 3, 1987, and testimony having been taken, it is this 19<sup>th</sup> day of October, 1987, by the Circuit Court for Carroll County, ORDERED, ADJUDGED and DECREED that the Plaintiff, Susan Charmaine Price, is granted an Absolute Divorce from the Defendant, John Dennis Price; and

It is further ORDERED, ADJUDGED and DECREED that the Plaintiff shall be granted the care and custody of the minor children of the parties, and the Defendant shall be entitled to visitation every other weekend; on alternate visitation weekends, the Defendant will be free to remove the children from the LaVale area; on the other alternate weekend, the children are to remain in the general LaVale area. The Defendant is additionally entitled to two weeks vacation during the summer, with no geographical restriction; and

It is further ORDERED, ADJUDGED and DECREED that the parties hereto will assume equal responsibility for child care costs

Filed Oct. 20, 1987



in the LaVale area; and

It is further ORDERED, ADJUDGED and DECREED that pursuant to agreement of the parties, the Defendant will provide medical insurance coverage for the benefit of the minor children of the parties and pay all uninsured medical expenses until the Plaintiff gains employment. At such time as Plaintiff becomes employed, then the parties will equally divide all uninsured medical expenses; and

It is further ORDERED, ADJUDGED and DECREED that by agreement of the parties the sum of \$3,851.03 due Union Trust Bank, and the sum of \$1,753.79 due Westinghouse Credit Union, shall be paid from monies currently held in escrow on behalf of the parties; and

It is further ORDERED, ADJUDGED and DECREED that the Defendant will pay to the Plaintiff the sum of Fifty Dollars (\$50.00) a week per child (\$100.00) for the support and maintenance of the minor children; and

It is further ORDERED, ADJUDGED and DECREED:

- (1) If the Defendant accumulates support payment arrearages amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;
- (2) Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as the support order is in effect;
- (3) Failure to comply with Paragraph (2) above will subject the Defendant to a penalty not to exceed \$250.00 and may

result in the Defendant's not receiving notice of proceedings for earnings withholding.

It is further ORDERED, ADJUDGED and DECREED that the Defendant shall pay to the Plaintiff as alimony the sum of Fifty Dollars (\$50.00) per week for three years from the date of this Judgment; and

It is further ORDERED, ADJUDGED and DECREED that the Plaintiff is granted the use and possession of a Subaru automobile for a period of three years following this Judgment; and

It is further ORDERED, ADJUDGED and DECREED that the Plaintiff shall be granted a monetary award in the amount of \$12,737.59 to be paid from the monies currently held in escrow, with the Defendant receiving the remainder of the monies held in escrow, with the exception of interest that has accumulated since September 3, 1987, which will be divided equally between the parties; and

It is further ORDERED, ADJUDGED and DECREED that the Defendant will pay the costs of these proceedings.

  
Judge

BOOK 32 115

ROBERT A. HUBER : IN THE  
Plaintiff : CIRCUIT COURT  
vs. : FOR  
ROXANNE BALES : CARROLL COUNTY  
Defendant : CASE NO. CV4712

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 23<sup>rd</sup> day of October, 1987, that the Plaintiff, ROBERT A HUBER, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, ROXANNE BALES; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated June 15, 1987 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

*Luke K. Burns*

JUDGE

RECEIVED IN  
CIRCUIT COURT  
CARROLL CO., MD  
OCT 26 11 40 AM '87  
LARRY S. SHIPLEY  
CLERK

BOOK 32 116

AMENDED SEPARATION AND PROPERTY  
SETTLEMENT AGREEMENT

THIS AMENDED SEPARATION AND PROPERTY SETTLEMENT AGREEMENT is made this 15<sup>th</sup> day of June, 1987, by and between ROBERT A. HUBER, residing at 3610 Water Tank Road, Manchester, Maryland (hereinafter referred to as "Husband") and ROXANNE BALES, residing at 14842 Canterbury Ave., Tustin, California, (hereinafter referred to as "Wife"):

WHEREAS, the parties entered into an Agreement dated August 29, 1986 which was executed by the parties on August 29, 1986 and agreed in principle but not witnessed and not notarized, and

WHEREAS, the parties desire to make certain modifications to the Agreement dated August 29, 1986 and to incorporate those changes into this Amended Separation and Property Settlement Agreement with the intention that this Amended Separation and Property Settlement Agreement shall take the place of and supercede the Separation and Property Settlement Agreement dated August 29, 1986

NOW, THEREFORE, the parties execute this Amended Separation and Property Settlement Agreement as follows:

RECITALS

- A. The parties to this Agreement were married on June 8, 1976 in Santa Ana, California, and are now husband and wife.
- B. No children were born as issue of this marriage.
- C. As a result of disputes and differences arising between the parties, they separated on August 29, 1986 and will thereafter live separate and apart.
- D. The parties desire hereby to conclude settlement of all questions relating to their property rights; to the maintenance and support of each of the parties by the other; and to all other rights, claims, relationships or obligations between them arising out of their marriage or otherwise.

NOW, THEREFORE, in consideration of the mutual promises herein made and of the acts to be performed by the respective parties hereto, it is agreed as follows:

SEPARATION

The parties separated on August 30, 1986, and have continued to live separate and apart. Neither shall molest nor interfere with the other nor attempt to compel the other to cohabit with him or her.

Ph #1  
10/13/87



## PERSONAL PROPERTY

1. The parties jointly own certain items of family use property. They have agreed to a division of that property and attached hereto as Exhibit 1 is a list of that property and the division of same exemplified by the parties' initials by each item of property.

2. The parties jointly own the following items of personal property: (List of savings accounts and stocks). Upon execution of this Amended Separation and Property Settlement Agreement, the parties shall equally divide the foregoing items of personal property.

3. The Wife and Husband own in both names a 1984 Honda CRX automobile and a 1985 Toyota truck. Each party shall retain his or her respective vehicle free of any claim by the other and each shall be exclusively liable for the outstanding loans on the vehicles held by Carroll County Bank and save the other harmless for the same.

4. After the division of personal property provided herein, neither party shall make claim to any item of personal property then in the possession of the other.

## REAL PROPERTY

1. The parties own a home as tenants by the entirety known as 3610 Water Tank Road, Manchester, Carroll County, Maryland, in which the Husband presently resides. The Husband shall have the exclusive right of occupancy of the subject home until June 25, 1987. During the period that the Husband has exclusive occupancy of the subject home, the Husband shall be responsible for all mortgage payments, taxes, insurance, general upkeep and improvements. The Husband shall have the exclusive right to deduct all interest and taxes in connection with said home on his Federal and State Income Tax Returns during the period of his exclusive occupancy after December 31, 1986.

2. Prior to June 25, 1987, the Husband shall purchase the Wife's right, title and interest in and to the parties' home. In the event that the Husband shall fail to purchase the Wife's interest by June 25, 1987, the Wife shall purchase the Husband's right, title and interest in and to the parties' home. The consideration for these rights of acquisition shall be \$30,000.00. The purchasing party shall receive from the selling party an appropriate deed. All expenses in connection with the property transfer shall be borne by the purchasing party. After transfer, the purchasing party shall save the selling party harmless for any expenses in connection with the said home including any mortgage, interest and/or taxes. Following sale of the Real Property hereunder and for the period of time from the date of transfer of the deed from the seller to the purchaser hereunder until the date a decree of absolute divorce is entered by the Court as to the parties, purchaser, or in the event of his or her death, the personal representative of the purchaser, shall, during the above period, grant to the seller the first option to purchase the Real Property from the purchaser or from the purchaser's estate, in the event the purchaser or the personal representative of the purchaser elect to sell the Real Property herein or receive an offer to purchase the Real Property from a third party. This right of first refusal in the seller shall be effective for a period of

thirty (30) days from the first date of written notice of an offer to purchase from the purchaser to the seller. This right of first refusal shall abate upon the entry of a final absolute decree of divorce.

3. The property owned in joint tenancy at 2440 North Calvert Street, Baltimore, Maryland, shall be sold and the proceeds after expenses divided evenly between the parties (50/50).

## DEBTS AND PLEDGES OF CREDIT

1. Each party covenants that neither he nor she has incurred any debts or obligations heretofore for which the other may be held liable. The parties agree that neither will incur hereafter any liability or obligation whatsoever upon the credit of the other or for which the other might be held liable. Each party agrees to indemnify and hold the other from any obligation or liability incurred by the other by virtue of a breach of this paragraph.

2. The Husband agrees to pay the sum of \$1500.00 for the purchase of a lawn tractor to Sears Account # 5485042632883 by November 1, 1986.

## INSURANCE

The Wife shall maintain the Husband on her policy of hospitalization insurance until such time as a decree of divorce a vinculo matrimonii is entered between the parties. Likewise, the Wife and the Husband shall retain each other respectively as the irrevocable beneficiary on all life insurance policies until such time as the deed on the parties' home is received by the purchasing party.

## TAXES

The parties shall file joint federal and state tax returns for the years 1985 and 1986. In the event of any tax refund or additional taxation, the parties shall divide the refund or additional tax equally (50/50).

## LIVING EXPENSES

The parties shall equally divide all outstanding bills for ordinary living expenses incurred by the parties up until the date of August 30, 1986, not to exceed the sum of five hundred (\$500.00) per person. Husband and Wife shall be responsible for all of their extra-ordinary personal expenses incurred prior to or subsequent to August 30, 1986.

## ATTORNEY'S FEES

The Husband and Wife shall share equally all attorney's fees for purposes of obtaining a decree of absolute divorce.

## RELEASE AND WAIVER

1. Except as otherwise provided for herein, each of the parties hereto shall have and enjoy independently of any claim or right



of the other party, all items of real and personal property, of any kind or nature, now or hereafter belonging to him or her and now or hereafter in his or her possession with full power to dispose of the same as fully and effectually as though he or she were unmarried.

2. That until such time that a decree of divorce absolute is entered between the parties, neither party will revise, revoke, amend, nor add codicils to their existing Last Wills and Testaments.

#### INCORPORATION IN DECREE OF DIVORCE

Nothing herein contained shall be deemed to prevent either of the parties from maintaining a suit for either limited or absolute divorce against the other in any jurisdiction, nor to bar the other from defending against any such suit. In the event any is instituted, this Agreement shall be presented to the court for its ratification, approval, and incorporation, but this Agreement shall not be merged in the decree of any court, and shall in all respects survive the same and be forever binding upon the parties.

#### ALIMONY

The parties agree that the terms of this Amended Separation and Property Settlement Agreement are fair and reasonable. They, therefore, permanently waive any and all claims for alimony or spousal support that either may have had against the other, now or in the future, and accept in lieu thereof the provisions of this Amended Separation and Property Settlement Agreement.

#### MISCELLANEOUS PROVISIONS

1. A modification, waiver or novation of any of the provisions of this Amended Separation and Property Settlement Agreement shall be effective only if made in writing and executed with the same formality as this Amended Separation and Property Settlement Agreement. The failure of either party to insist upon strict performance of any of the provisions of this Amended Separation and Property Settlement Agreement shall not be construed as a waiver of any subsequent default of the same or different nature.

2. Each of the parties hereto shall, from time to time at the request of the other, execute, acknowledge and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this Amended Agreement.

3. If any provisions of this Amended Separation and Property Settlement Agreement is held to be invalid or unenforceable, all of the other provisions shall, nevertheless, continue in full force and effect.

4. This Amended Separation and Property Settlement Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants or undertakings of, by or between

the parties other than those expressly set forth herein.

5. Except as otherwise stated herein, all of the provisions of this Amended Separation and Property Settlement Agreement shall be binding upon the respective heirs, next of kin, executors and administrators and personal representatives of the parties.

6. This Amended Separation and Property Settlement Agreement shall be construed in accordance with the laws of the State of Maryland.

7. Both parties acknowledge that they have had opportunity to secure the representation of counsel of his or her own choice and that they are aware of both the legal and practical effect of the provisions of this Amended Separation and Property Settlement Agreement, and they both acknowledge that this is a fair agreement, and is not the result of any fraud, duress or undue influence exercised by either party upon the other, or by any other person or persons upon either, and they further agree that this Amended Separation and Property Settlement Agreement contains the entire understanding of the parties. There are no representations, promises, warranties covenants, or undertakings other than those expressly set forth herein.

8. The parties, in consideration of the rights set apart to each of them on the terms hereof, receive the same in full and complete settlement and release of all claims and demands of every kind, name or nature against the other, including all liability now or at any time hereafter existing or accruing, either on account of support maintenance, alimony, temporary or permanent, dower, thirds, halves, or allowances, either statutory or arising in common law, incident to the marriage relation, intending to relieve the parties entirely from all personal claims and demands and from any that may hereafter attach, arising in any manner from the relation of Husband and Wife and from any and all costs, charges and expenses as well as alimony either temporary or permanent, incident to any divorce suit now pending or that may hereafter be commenced by either of the parties against the other; and further, the parties release each other from all claims, homestead rights, or any interest whatsoever in any property, real or personal, which each may now own or may be set off to him in the terms of this Amended Separation and Property Agreement, or that he or she at any time hereafter hold or acquire any interest whatsoever in, either through devise, bequest, purchase, or otherwise, it being understood that this settlement is a total and complete release of the Husband by the Wife and of the Wife by the Husband of all matters and charges whatsoever, and that the parties shall after this settlement require nothing whatever of the other as though the marriage relation had never existed between them.

9. Each party waives and relinquishes, except as in this Amended Agreement is otherwise provided, any and all rights which he or she may now or hereafter have or acquire to succeed to the estate of the other; and each hereby expressly waives and relinquishes any and all rights to act as personal representative or to nominate a personal representative of the estate of the other or to have set aside to him or to her any of the property of the other as community property



BOOK 32 121

or to have set aside to him or her by any court having jurisdiction of any portion of the estate of the other any homestead or other property which might be set aside to a surviving spouse as exempt property, or to demand any family allowance, or any other right, benefit or emolument from the estate of the other, and both parties hereto agree that each will never exercise any right to select a homestead from the property of the other during his or her lifetime.

10. The parties further agree to pay  $\frac{1}{2}$  of the costs in connection with any subsequent divorce proceeding on no fault grounds notwithstanding who may be the petitioner in that proceeding. The parties further agree that should either find it necessary to incur costs and/or fees in order to enforce the terms of this Agreement, that the party who is successful in his or her efforts to enforce said terms, shall be reimbursed for any costs and/or fees incurred by the other party.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date first above written.

WITNESS

*Robert M. Kirsch*

*Roxanne Bales* (SEAL)

ROXANNE BALES

*John J. Huber*

*Robert Allan Huber* (SEAL)

ROBERT ALLAN HUBER

STATE OF *California*, COUNTY OF *Orange*, TO WIT

I HEREBY CERTIFY that, before the undersigned Notary Public, personally appeared Roxanne Bales, known to me to be the person whose name is subscribed to the within instrument, who after being sworn made oath in due form of law that the matters and facts set forth in the foregoing Amended Separation and Property Settlement Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged to be her act.

WITNESS, my hand and official seal on this *17<sup>th</sup>* day of June, 1987.

My commission expires: *1/8/91*



*Jane Johnson*

NOTARY PUBLIC

BOOK 32 122

STATE OF MARYLAND, COUNTY OF *Baltimore*, TO WIT

I HEREBY CERTIFY that, before me, the undersigned Notary Public, personally appeared Robert Allan Huber, known to me to be the person whose name is subscribed to the within instrument, who, after being sworn, made oath in due form that the matters and facts set forth in the foregoing Amended Separation and Property Settlement Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged to be his act.

WITNESS, my hand and official seal on this *15<sup>th</sup>* day of June, 1987

My commission expires: *7/1/90*



*David J. Lipinski*

NOTARY PUBLIC

## EXHIBIT ONE

Living Room

(H) Couch  
(H) Love Seat  
(H) Large Chair with hassock  
(H) Television  
(W) VCR  
(H) 2 JBL Speakers  
(W) AM/FM Tuner/Amp  
(W) Turntable  
(H) 4 Pioneer Speakers  
(H) Oak Washtable  
(W) Lamp  
(W) Side Table  
(W) Rocking Chair

Dining Room

(W) Computer  
(W) Lamp  
(H) Table  
(H) Woodstove  
(W) Oak Desk  
(W) Cherry Dresser  
(H) Typewriter

Study

(H) Bookcase  
(Divided) Books  
(W) Bookshelves  
(H) Mattress

Bedrooms

(H) Oak Dresser with Mirror  
(W) Kingsize Bed  
(H) Lamps  
(W) Old Television

Kitchen

(H) Refrigerator  
(H) Washer  
(H) Dryer  
(H) Dishwasher  
(W) Microwave  
(W) Food Processor  
(H) Pfatzgraff Dishes  
(Divided) Flatware  
(H) Stained Glass Lamp  
(W) China  
(W) Silverware  
(Divided) Other Items

SUSAN D. STULTZ \* IN THE  
Plaintiff \* CIRCUIT COURT  
vs. \* FOR  
STEVEN W. STULTZ \* CARROLL COUNTY  
Defendant \* Case No. CV4050

\* \* \* \* \*

JUDGMENT OF LIMITED DIVORCE

THIS cause standing ready for hearing and having been presented by the parties, the proceedings have been read and considered by this Court.

WHEREUPON, IT IS ORDERED, this 26<sup>th</sup> day of October, 1987, by the Circuit Court for Carroll County, that the Plaintiff, SUSAN D. STULTZ, be and is hereby granted a Limited Divorce from the Defendant, STEVEN W. STULTZ; and it is further

ORDERED, that each party hereby forever waives any and all claims and demands to alimony, both pendente lite and permanent, past, present and future; and it is further

ORDERED, that the Plaintiff, Susan D. Stultz, be and is hereby granted the permanent care and custody of the two minor children of the parties with the Defendant, Steven W. Stultz, to have reasonable visitation rights with the children; and it is further

DECEMBER 11 1987



ORDERED that the Defendant, Steven W. Stultz, shall pay child support unto the Plaintiff, Susan D. Stultz, in the amount of Twenty-five Dollars (\$25.00) per week per child for a total of Fifty Dollars (\$50.00) per week commencing on September 1, 1987, with all such payments to be made through the Bureau of Support Enforcement, P. O. Box 800, Westminster, Maryland 21157; and it is further

ORDERED, that the Defendant, Steven W. Stultz, shall pay unto the Plaintiff, Susan D. Stultz, one-half of the cost of health insurance for the minor children of the parties which is to be obtained by Plaintiff through her employer with payments to her to be in equal weekly installments up to a maximum of Fifteen Dollars (\$15.00) per week; and it is further

ORDERED, that the parties each agree to indemnify the other from any debts incurred subsequent to March 16, 1987; and it is further

ORDERED, the parties having consented thereto, that the personal property currently in the possession of each of the parties shall be the sole property of that party and that the Plaintiff shall have the right to claim as her sole property such personal property of the parties that is now located at 439 Red Tulip Court, Taneytown, Maryland, the former family home of the parties; and it is further

ORDERED, the parties having consented thereto, that the Defendant shall repay his Loan No. 0020277049 from Farmers Bank and Trust Company, Hanover, Pennsylvania, having a current balance of approximately One Thousand Six Hundred Dollars (\$1,600.00) and a monthly payment of Sixty-five Dollars (\$65.00) which has been co-signed by Plaintiff's mother, Dixie Little, and he shall indemnify and hold the said Dixie Little harmless on account thereof; and it is further

ORDERED, that if the Defendant accumulates support payments arrears amounting to more than thirty (30) days, he shall be subject to earnings withholding. He is required to notify this Court within ten (10) days of any change of address or employment so long as this support Order is in effect. Failure to notify the Court of a change of address or employment shall subject him to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00), and may result in his not receiving notice of proceedings for earnings withholding; and it is further

ORDERED, that the Court costs in this matter be and they are hereby waived.

*Robert K. Burns*  
JUDGE

SUSAN D. STULTZ \* IN THE  
 Plaintiff \* CIRCUIT COURT  
 vs. \* FOR  
 STEVEN W. STULTZ \* CARROLL COUNTY  
 Defendant \* Case No. CV4050  
 \* \* \* \* \*

JUDGMENT OF ABSOLUTE DIVORCE

THIS cause standing ready for hearing and being presented by the parties, the proceedings have been read and considered by this Court.

WHEREUPON, IT IS this 15 day of November, 1988, by the Circuit Court for Carroll County, ORDERED that the Plaintiff, SUSAN D. STULTZ, be, and she is hereby, granted an Absolute Divorce from the Defendant, STEVEN W. STULTZ; and it is further

ORDERED that the Plaintiff, Susan D. Stultz, be and is hereby granted the permanent care and custody of the minor children of the parties; namely, Melissa Lynn Stultz, born July 29, 1983, and Steven Wayne Stultz, Jr., born November 21, 1984, with the Defendant, Steven W. Stultz, to have reasonable rights of visitation; and it is further

ORDERED that the Defendant, Steven W. Stultz, shall pay child support unto the Plaintiff, Susan D. Stultz, in the amount

fd. Nov. 16, 1988

of Twenty-five Dollars (\$25.00) per week per child for a total of Fifty Dollars (\$50.00) per week, with all such payments to be made through the Bureau of Support Enforcement, P. O. Box 800, Westminster, Maryland 21157; and it is further

ORDERED, that the Defendant, Steven W. Stultz, shall pay unto the Plaintiff, Susan D. Stultz, one-half of the cost of health insurance for the minor children of the parties which is to be obtained by Plaintiff through her employer with payments to her to be in equal weekly installments up to a maximum of Fifteen Dollars (\$15.00) per week; and it is further

ORDERED, that if the Defendant accumulates support payment arrears amounting to more than thirty (30) days, he shall be subject to earnings withholding. He is required to notify this Court within ten (10) days of any change of address or employment so long as this support Order is in effect. Failure to notify the Court of a change of address or employment shall subject him to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00), and may result in his not receiving notice of proceedings for earnings withholding; and it is further

ORDERED, that the Court costs in this matter be and they are hereby waived.

  
 JUDGE



BOOK 32 129

DOROTHY HART : IN THE  
Plaintiff : CIRCUIT COURT  
vs. : FOR  
JOHN B. HART : CARROLL COUNTY  
Defendant : CASE NO. CV4467

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 29<sup>th</sup> day of October, 1987, that the Plaintiff, DOROTHY ANN HART, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, JOHN B. HART; and

IT IS FURTHER ORDERED, that the care and custody of the minor children of the parties, namely, JOHN B. HART, III (born October 19, 1970) and WILLIAM E. HART (born January 17, 1976) be and the same is hereby awarded to the Plaintiff with the right on the part of the Defendant to visit said children at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff the sum of Fifty Dollars (\$50.00) per week, per child as child support and that he also pay unto the Plaintiff the sum of Ten Dollars (\$10.00) per month as alimony until the wife remarries, the death of either party, or three (3) years from April 8, 1987, all of which is subject to the further Order of this

*Filed Oct. 27, 1987*

BOOK 32 130

Court and subject to the following provisions of law:

(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent provisions of the Separation Agreement between the parties dated April 8, 1987 and the Addendum dated August 29, 1987, both filed in this case, be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Defendant pay the costs of this proceeding including the Master's fee in the amount of Seventy-Two Dollars (\$72.00).

*Ruth B. B...*

JUDGE

RECEIVED IN  
CIRCUIT COURT  
CARROLL CO., MD  
OCT 29 10 52 AM '87  
LAWRENCE SHIPLEY  
CLERK

## MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 22nd day of April, 1987, by and between DOROTHY HART, ("Wife") and JOHN B. HART, ("Husband").

## EXPLANATORY STATEMENT

The parties were married by a religious ceremony on June 3, 1967 in Westminster, Maryland. Two children were born to them as a result of their marriage; namely, JOHN B. HART, III, born October 19, 1970, and WILLIAM E. HART, born January 17, 1976, hereinafter referred to as Children" or "Child". Differences have arisen between the parties and they are now and have been since July 16, 1986, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their Children, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in martial property, and all other matters of every kind and character arising from their martial relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

Pl #1  
9/29/87  
m

## 1. RELINQUISHMENT OF MARITAL RIGHTS

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

## 2. RIGHTS INCIDENTS TO MARITAL RELATIONSHIP AND RIGHTS AS SURVIVING SPOUSE

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his property as if he were unmarried. Except as otherwise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marital relationship now or at any time



hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under the Marital Property Act, Md. Family Law Code Ann. Sections 8-201 through 8-213, as from time to time amended, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

### 3. CHILD CUSTODY AND VISITATION

Wife shall have the care and custody of the two (2) minor Children of the parties, with the right and privilege of Husband to visit and have the Children with him at all reasonable times and places; provided, Husband shall give Wife at least twenty-four (24) hours advance notice as to when he would like to exercise his visitation rights. Husband's visitation with his children shall normally occur on alternating weekends except in those circumstances where the parties shall agree in advance on some other visitation arrangement.

### 4. CHILD SUPPORT

A. Husband shall pay to Wife, for the support and maintenance of each Child, the base sum of Fifty Dollars (\$50.00) per week, for a total of One Hundred Dollars (\$100.00) per week for both Children, until the first to occur of any of the following events with respect to each Child: (1) death of the Child or Husband; (2) marriage of the Child; (3) the Child's becoming self-supporting; or (4) the Child's arrival at the age of 18 years.

B. Husband shall continue in full force and effect, for the benefit of the Children, his present medical and dental insurance, or equivalent insurance providing equivalent coverage, and in addition thereto, Husband shall pay, on behalf of each Child as the same are incurred, two-thirds (2/3) of all necessary medical, dental, nursing and hospital expenses, including the cost of medicines, drugs, therapy, orthodonty and appliances prescribed by a physician or dentist for each Child, except such medicines and drugs as are usually kept in the medicine cabinet of the average household. Husband's obligation to provide the aforesaid medical and dental insurance shall continue so long as the Children are eligible under the terms of his policies but in no event shall said obligation cease prior to the first to occur of any of the terminal events set forth in the preceding paragraph. Husband's obligation to pay two-thirds

(2/3) of all medical and dental bills not covered by insurance shall terminate upon the first to occur of any of the terminal events set forth in the preceding paragraph.

C. Husband agrees to pay two-thirds (2/3) of all costs of an academic education (maximum of four years of college) or a vocational education (maximum of two years of trade school) for each Child who has the ability and desire to pursue such an education. Such costs shall include tuition, books, room and board, travel expenses, activity fees, and all other expenses which normally attend such an education. The amount which Husband shall be obligated to pay for each Child for each year he pursues an academic or vocational education shall not exceed that sum which it would cost for such Child to attend college as a boarding student at the University of Maryland at College Park, Maryland. In addition, Husband shall pay to each Child a reasonable living allowance of Twenty-Five Dollars (\$25.00) per week while said Child is pursuing his aforesaid academic or vocational education regardless of whether or not each Child shall have attained majority.

#### 5. LIFE INSURANCE

A. Husband shall keep in full force and effect, at his expense, those policies of life insurance which he has on each of the Children (\$10,000 each) through the Life Assurance Company of Pennsylvania until such time as each Child attains twenty-one (21) years of age. Husband shall cause said policies to be so endorsed that Wife shall be named therein as the

primary irrevocable beneficiary of the proceeds of said policies upon either Child's death. Wife shall be responsible to pay any and all funeral expenses which would be incurred as a result of the death of either of the Children so long as Husband continues his life insurance on the Children and designates Wife as the beneficiary of said policies.

B. Husband shall keep in full force and effect, at his expense, that policy of life insurance which he has on himself (\$100,000), Wife (\$50,000) and each Child (\$5,000 each) through Capital Life of Maryland. The beneficiaries under said policy shall remain as they are currently designated and the policy shall be so endorsed that no one can exercise any rights, privileges, or options in reference to said policies, until such time as the youngest Child has attained twenty-one (21) years of age, except with written permission of both Husband and Wife. In the event that the insurance company shall decline to endorse any policy as herein provided, or in the event of lapse or cancellation of any policy for any reason, Husband's estate shall be charged with the aforesaid obligations.

C. Husband shall continue in full force and effect, at his expense, for the benefit of all family members, the present policy of disability insurance which the family has through All State Insurance Company until such time as the youngest Child attains twenty-one (21) years of age.



**6. ALIMONY AND SUPPORT**

A. Husband shall pay to Wife, as temporary alimony, the sum of Ten Dollars (\$10.00) per month, payable on the first day of each month, commencing on the first day of the month following the execution of this Agreement, and continuing until the first to occur of (a) remarriage of Wife, (b) death of either of the parties, or (c) three (3) years from the date of this Agreement. The parties acknowledge that the aforementioned direct alimony payments to Wife are subject to modification by a court of competent jurisdiction in the event of change in circumstances. In addition to the aforesaid direct payments to Wife, the payments which Husband shall make in the future toward the mortgage on the marital home as set forth in Paragraph 9 shall also be considered temporary alimony. Husband's obligation to make the aforesaid mortgage payments shall be fixed and unchangeable and not subject to any court modification.

B. Husband shall continue in full force and effect, for the benefit of Wife, his present medical and dental insurance, or equivalent insurance providing equivalent coverage, until such time as either party is granted an absolute divorce.

**7. PERSONAL PROPERTY**

A. All tangible personal property and household chattels presently located at the marital home shall be and remain the sole and exclusive property of Wife, free and clear

of any interest of Husband, with the exception of the IBM Computer, printer, software, computer table, saw, router, power saw and sander which shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife. All tangible personal property and household chattels presently located at Husband's residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife.

B. Within a reasonable time of this Agreement, Husband shall deliver to Wife, all necessary fully executed and acknowledged documents, prepared at Husband's expense, which shall convey to Wife all of Husband's right, title and interest in and to the 1984 Toyota Tercel automobile, presently operated by Wife, to the end that Wife shall be the sole owner of good and merchantable title to the same, free and clear of all liens and encumbrances, subject only to the existing security interest in the same held by Carroll County Bank and Trust Company, securing a debt which has an approximate present principal balance of \$3,300.00, which debt Wife shall thereafter assume and pay in accordance with its terms and indemnify and hold Husband harmless from any and all liability in connection with the same. The 1986 Mercury Marquis Brougham automobile presently titled in Husband's name shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife. Husband shall assume and pay in accordance with its terms the debt to Municipal Employees Credit Union of

Baltimore, Inc. which has an approximate present principal balance of \$10,500.00 and Husband shall indemnify and hold Wife harmless from any and all liability in connection with said debt.

C. The parties jointly own a 1978 Chevrolet Coachman Van which is presently parked at the marital home. The parties agree that the Husband shall immediately move this vehicle to Husband's residence and he shall take all appropriate measures to sell the vehicle as soon as possible. Wife agrees to accept as her full and final interest in the vehicle the sum of Twelve Hundred Dollars (\$1,200.00) regardless of whether the actual sales price is greater or less than this amount. Husband agrees to pay Wife the aforesaid sum within one (1) week of receiving payment for the Van. Wife shall waive any interest which she may have in the remainder of the sales proceeds and said remainder shall be the sole and exclusive property of Husband.

D. Each party shall retain, as his or her sole and separate property, any stocks, bonds, or other securities, savings or checking accounts, certificates of deposit, money market funds, pensions, profit-sharing plans, individual retirement accounts, deferred compensation of any kind, and any other assets of any kind or nature in his or her own name, free and clear of any interest of the other. The joint checking account at Carroll County Bank and Trust Company (approximate balance \$215.00) shall be the sole and exclusive property of Wife, free and clear of any interest of Husband; provided,

however, that in the event the parties are eventually billed for the cost of the appraisal of the marital home which was performed in February of 1986, \$215.00 of the total cost of the appraisal shall be paid by Wife out of the aforesaid account and the remainder of the cost of the appraisal shall be divided equally between the parties. The joint savings account at Farmers and Mechanics Bank of Mt. Airy (approximate balance \$110.00) shall be the sole and exclusive property of Wife, free and clear of any interest of Husband.

#### 8. REAL ESTATE

The parties own as joint tenants an undivided fractional interest in North Fork Camp Resort, Warren County, Virginia (the "Resort"). The parties interest in the Resort is subject to the lien of a mortgage. The parties agree to have their interest in the Resort appraised within thirty (30) days of the date of this Agreement by an appraiser selected by agreement of the parties, or their counsel. The parties shall divide equally the cost of the appraisal, if any. The parties agree, upon receipt of an appraisal, to immediately list their interest in the Resort for sale with a real estate broker to be selected by agreement of the parties, or their counsel. Either party shall have the right to accept, on behalf of both parties, any offer to purchase their interest in the Resort at a price of or exceeding the aforesaid appraised value. Husband shall be responsible for all expenses relative to the parties' interest in the Resort through the date of closing. Upon the sale of the



parties interest in the Resort, the net proceeds of sale shall be divided equally between the parties, without contribution to either party for payments made after the separation of the parties. The net proceeds of sale shall mean such sum as remains after deducting from the gross sales price (a) any broker's commission, (b) all expenses of sale and closing costs, and (c) the principal, accrued interest and any prepayment penalty due on the mortgage.

#### 9. MARITAL HOME

The parties own, as tenants by the entireties, improved premises in Carroll County known as 2614 Gillis Road, Mt. Airy, Maryland 21771 (the "Home"). The Home is subject to the lien of a mortgage. Wife shall have the exclusive right to occupy the Home until that date which is three (3) years from the date either of the parties are granted an absolute divorce. So long as Wife continues to occupy the Home in accordance herewith, she shall be solely responsible to pay the water and utility bills, real property taxes, telephone bills, insurance premiums on the Home, and all other expenses of the Home except for the mortgage payments and the cost of necessary major repairs. Husband shall pay the mortgage payments of \$136.73 per month directly to Farmers and Mechanics Bank of Mt. Airy, as the same become due, until such time as the indebtedness secured by said mortgage is paid in full [approximately May, 1988]. The parties shall divide equally the cost of all reasonable and necessary major repairs to the Home. A major repair shall be

defined as any repair (or replacement, etc.), the cost of which equals or exceeds the sum of \$250.00. The parties each agree to hold and save the other harmless from the expenses which he or she covenant to pay herein, and shall indemnify the other from any liability therefor. Within the sixty (60) day period immediately prior to the termination of Wife's use and possession of the Home, the parties shall have the Home appraised by Mister B Real Estate Services, Inc. or some other real estate broker selected by agreement of the parties. The cost of said appraisal shall be divided equally between the parties. Within thirty (30) days of receiving the appraisal report, Wife shall notify Husband, in writing, as to whether or not she wishes to buy out Husband's interest in the Home. In the event she does wish to buy out Husband's interest in the Home, settlement shall be scheduled within ninety (90) days. At settlement, Husband shall execute a deed conveying to Wife all of his right, title and interest in and to the Home. Wife shall pay to Husband, for Husband's interest in the Home, an amount equal to one-half (1/2) the appraised value of the Home less Twenty-Six Thousand Seven Hundred Dollars (\$26,700.00). [The reduction of the \$26,700.00 constitutes payment to Wife for her interest in Husband's pension plan]. Wife may continue to occupy the Home until the aforesaid settlement. In the event Wife does not wish to buy out Husband's interest in the Home, the parties shall immediately list the Home for sale with a real estate broker to be selected by agreement of the parties, or

their counsel. Either party shall have the right to accept, on behalf of both parties, an offer to purchase the Home at a price of or exceeding the aforesaid appraised value of the Home. The parties may accept any other offer only by agreement between them. Wife may continue to occupy the Home until the closing. Upon the sale of the Home, the net proceeds of sale shall be divided equally between the parties, without contribution to either party for payments made after the separation of the parties. The net proceeds of sale shall mean such sums as remain after deducting from the gross sales price (a) any broker's commission, (b) all expenses of sale and closing costs, and (c) the principal, accrued interest and any prepayment penalty due on the mortgage, if any. The settlement officer shall be instructed to pay to Wife, out of Husband's one-half (1/2) interest in the net proceeds of sale, the amount of Twenty-Six Thousand Seven Hundred Dollars (\$26,700.00). Wife is entitled to this amount as payment of her interest in Husband's pension plan. If, for any reason, the settlement officer is unable to pay to Wife the full sum of Twenty-Six Thousand Seven Hundred Dollars (\$26,700.00) out of Husband's one-half (1/2) interest in the aforesaid net proceeds of sale, then Husband shall remain obligated to pay said amount (or the remainder still due) to Wife within thirty (30) days of the date of settlement.

That within a reasonable time after the execution of this Agreement the parties shall make arrangements to have the following necessary repairs made to the Home: (a) the cinder block stairs to the basement need to be taken out and new stairs poured in concrete; and (b) the hole in the outside wall through which the wiring and pipes to the new well run must be bricked closed. In addition, on or before June 15, 1987, the parties shall make arrangements to have the living room, hall, kitchen and bathroom painted. The parties shall each be obligated to pay one-half (1/2) the cost of such repairs and painting and each party shall pay his share of such expenses immediately as they become due.

#### 10. DEBTS

Except as otherwise provided herein, Husband shall assume all responsibility for debts contracted in his own name or in the joint names of the parties and Wife shall assume all responsibility for debts contracted in her name alone. Each party shall hold the other harmless and indemnify the other from



any and all liability for any debts which he or she has agreed to assume. From and after the date of this Agreement, except as otherwise provided herein, neither party shall pledge the credit of the other, and each shall be responsible for his or her own debts and will hold and save the other harmless and indemnify the other from any such debts or obligations.

#### 11. MONETARY AWARD

Upon the first to occur of either of the following events: (1) Husband receiving repayment of the money he loaned to Pace Construction Company, Inc. in June of 1986, or (2) August 31, 1987, Husband shall pay to Wife as a monetary award the sum of Fourteen Thousand Dollars (\$14,000.00).

#### 12. MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights, or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is liable, and each party

covenants and agrees to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her.

#### 13. RESERVATION OF GROUNDS FOR DIVORCE

Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

#### 14. COUNSEL FEES; COURT COSTS

Simultaneously with the execution of this Agreement, Husband shall pay to Keith D. Saylor, Esquire, counsel for Wife, the sum of Fifteen Hundred Dollars (\$1,500.00) as a contribution for legal services rendered or to be rendered to Wife in connection with this Agreement. If a divorce proceeding is brought by either party, Husband shall pay all court costs thereof, including Master's fee. It is understood and agreed by the parties that Husband's obligation for Wife's counsel fees shall be limited to the specific sum set forth in this Paragraph, and that he shall not be responsible for any additional such fees (other than fees which may be incurred by Wife in any proceeding to enforce this Agreement).

#### 15. RECONCILIATION OF PARTIES

No continuation, reconciliation or resumption of the marital relationship shall operate to void this Agreement. It is the mutual intent of the parties that the provisions of this Agreement or settlement of property rights shall nevertheless

continue in full force and effect without abatement of any terms or provisions thereof except as otherwise provided by written agreement duly executed by each of the parties after the date of the reconciliation.

16. MISCELLANEOUS

A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

B. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Md. Family Law Code Ann. Sections 8-201 through 8-213, as from time to time amended, including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

C. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce, but not merged therein. It is further agreed that regardless of whether this Agreement or any part thereof is incorporated in

any such decree, the same shall not be merged in said decree but said Agreement and all of the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

D. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party was represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement. Husband and Wife acknowledge that this Agreement is a fair and reasonable agreement, and that it is not the result of any fraud, duress, or undue influence exercised by either party upon the other, or by any person or persons upon either party.

E. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

F. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.



G. No provision of this Agreement shall be interpreted for or against any party hereto by reason that said party or his or her legal representative drafted all or any part hereof.

H. Should any provision of this Agreement be found, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other State of the United States, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors, and assigns.

I. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:

Paul D. Seigler Dorothy Hart (SEAL)  
DOROTHY HART  
Barbara Busche John B. Hart (SEAL)  
JOHN B. HART

STATE OF MARYLAND)  
COUNTY OF CARROLL) TO WIT:

I HEREBY CERTIFY, that on this 8th day of April, 1987, the above-named DOROTHY HART, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



Judith A. Gist  
NOTARY PUBLIC  
My Commission Expires: 1-1-90

STATE OF MARYLAND)  
COUNTY OF CARROLL) TO WIT:

I HEREBY CERTIFY, that on this 3rd day of April, 1987, the above-named JOHN B. HART, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and

BOOK 32 PAGE 151

correct as therein stated and acknowledged that the said Agreement is in fact his act and deed that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Barbara Busche  
NOTARY PUBLIC

My Commission Expires: July 1990

BOOK 32 PAGE 152

ADDENDUM TO MARITAL SETTLEMENT AGREEMENT

This Addendum to Marital Settlement Agreement is made this 29<sup>th</sup> day of August, 1987, by and between DOROTHY A. HART (hereafter Wife) and JOHN B. HART (hereafter Husband).

EXPLANATORY STATEMENT

The parties entered into a Marital Settlement Agreement dated April 8, 1987, and now desire to amend and/or clarify certain terms contained in the said agreement.

1. With regard to paragraph 7B, the parties acknowledge that the 1984 Toyota Tercel automobile is presently titled in Wife's name.

2. Paragraph 7C is eliminated as now written and the following substituted therefore:

"C. The Husband owns a 1978 Chevrolet Coachman Van that has been removed from the former marital home. Wife waives all interest in this vehicle."

3. Paragraph 8 is eliminated as now written and the following substituted therefore:

"8. The parties own as joint tenants an undivided fractional interest in North Fork Camp Resort, Warren County, Virginia (The Resort). The parties' interest in the Resort is subject to the lien of a mortgage. Husband shall transfer to Wife all of his right title and interest to the Resort property upon execution of the addendum and Wife shall thereafter be responsible to pay the indebtedness on the Resort property in accordance with its terms and to indemnify and hold harmless Husband from any and all liability for said debt."

Ph # 2  
9/29/89  
to



4. The parties acknowledge that the monetary award specified in paragraph 11 of the agreement has been satisfied.

5. Paragraph 14 is eliminated as now written and the following substituted therefore:

"14. If a divorce proceeding is brought by either party, Husband shall pay all costs thereof, including Master's fee. Other than what has previously been paid, Husband shall not be responsible for Wife's attorney's fees, except for fees which may be incurred by Wife in any proceeding to enforce this Agreement."

6. All other terms of the Marital Settlement Agreement remain unchanged.

WITNESS our Hands and Seals on the day and year first above written.

James A. Gist  
WITNESS

Dorothy A. Hart (SEAL)  
DOROTHY A. HART

Patricia G. Meyer  
WITNESS

John B. Hart (SEAL)  
JOHN B. HART

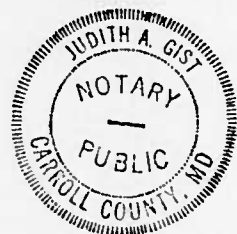
STATE OF Missouri, Carroll COUNTY, to  
wit:

I HEREBY CERTIFY that on this 18th day of September, 1987, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared DOROTHY A. HART and she did acknowledge the foregoing Addendum to Marital Settlement Agreement to be her act and deed.

WITNESS my Hand and Notarial Seal:

James A. Gist  
NOTARY PUBLIC

My Commission Expires: 7-1-90



STATE OF Missouri, Carroll COUNTY, to  
wit:

I HEREBY CERTIFY that on this 16th day of September, 1987, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JOHN B. HART and he did acknowledge the foregoing Addendum to Marital Settlement Agreement to be his act and deed.

WITNESS my Hand and Notarial Seal:

Patricia G. Meyer  
NOTARY PUBLIC

My Commission Expires: PATRICIA G. MEYER  
NOTARY PUBLIC STATE OF MISSOURI  
My Commission Expires July 1, 1990

BOOK 32-155

THOMAS LARRY RHEUBOTTOM : IN THE  
Plaintiff : CIRCUIT COURT  
vs. : FOR  
CHARLOTTE ANN RHEUBOTTOM : CARROLL COUNTY  
Defendant : CIVIL NO. CV4042

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this *29<sup>th</sup>* day of October, 1987, that the Plaintiff, THOMAS LARRY RHEUBOTTOM, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, CHARLOTTE ANN RHEUBOTTOM; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor child of the parties, THOMAS LARRY RHEUBOTTOM, JR. (born June 14, 1973) be and the same is hereby awarded to the Defendant with the right on the part of the Plaintiff to visit said child at reasonable times and under proper circumstances all subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Plaintiff pay unto the Defendant the sum of Three Hundred Fifty Dollars (\$350.00) per month as child support, which is subject to the continuing jurisdiction of this Court and to the following provisions of law:

(1) If the Plaintiff accumulates support payments arrears amounting to more than thirty (30) days of support, the Plaintiff shall be subject to earnings withholding;

*Filed Oct. 29, 1987*

BOOK 32-156

(2) The Plaintiff is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Plaintiff to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Plaintiff not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated June 30, 1987 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

*Rube K. Burn*

JUDGE

RECEIVED IN  
CIRCUIT COURT  
OCT 29 10 52 AM '87  
LARRY RHEUBOTTOM  
CLERK



VOLUNTARY SEPARATION AND  
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 27th day of September, 1987, by and between THOMAS LARRY RHEUBOTTOM, of Carroll County, Maryland, herein called "Husband", and CHARLOTTE ANN RHEUBOTTOM, of Carroll County, Maryland, herein called "Wife".

WHEREAS, the parties hereto are now husband and wife, having been legally married by a religious ceremony in Carroll County, Maryland, on June 18, 1965, and whereas certain irreconcilable differences have arisen between said parties for which reason they have voluntarily consented and agreed to separate and no longer to reside together as husband and wife, said voluntary separation having occurred on or about October, 1984, and said separation having been continuous since that date, and that said parties do hereby voluntarily consent and agree from the date of this agreement to continue to live separate and apart from each other during their natural lives, it being fully understood that nothing herein contained shall be construed in any way as waiving or condoning any cause for divorce.

AND WHEREAS, the parties intend and contemplate that their separation shall be permanent, in connection with which separation it is the intention and desire of the parties that there be a complete, final and effective division and settlement of their respective rights and holdings, except as herein otherwise provided, and the relinquishment of all rights, interest and claims which one party might otherwise have upon the property of the other.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and to accomplish the ends sought, both parties

with full knowledge of the extent, value and character of the properties owned by them separately and jointly, and of their respective income, obligations and needs, after due consideration, do fully and voluntarily agree as follows:

CHILDREN

That the care, custody and control of the child born of this marriage, namely, THOMAS LARRY RHEUBOTTOM, JR., born June 14, 1974, shall be with and remain with the wife, provided, however, that there shall be reasonable rights of visitation to husband.

Neither party shall come to the premises of the other for visitation without a prior telephone call or other prior arrangement. Wife and husband shall keep the other advised of any changes of residence addresses and telephone numbers.

Husband shall pay to wife the sum of THREE HUNDRED FIFTY DOLLARS (\$350.00) each month for the support and maintenance of said child for each month the child is in the custody of wife until said child reaches the age of eighteen (18) years, marries, becomes self-supporting or dies, whichever shall occur first.

Husband also agrees to maintain the child on his health insurance provided through his employment, or on a similar policy of health insurance for the same period during which he agrees to pay child support.

HEALTH INSURANCE

Husband acknowledges that Wife is currently being covered by health insurance provided to husband through his employment. Husband agrees that he will assume the expense of maintaining wife on that policy, or on a substantially similar policy for three (3) years following the execution of this Agreement. It is further agreed that wife will cooperate with husband in securing and maintaining said policy. Husband's obligation to maintain said policy will terminate at the end of three (3) years from the date of the execution of this Agreement.

AGREEMENT TO LIVE SEPARATE AND APART

The parties shall live separate and apart, free

from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him or her shall seem advisable for his or her sole and separate use and benefit, without and free from any control, restraint or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him or her by any proceeding for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

#### PERSONAL PROPERTY

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does release, transfer and assign unto wife all of his right, title and interest in and to all furniture, household effects and personal property now in the possession of wife which were formerly jointly owned by the parties or owned separately by each, except as herein provided.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does release, transfer and assign unto husband all of her right, title and interest in and to all furniture, household effects and personal property now in the possession of husband which were formerly jointly owned by the parties or owned separately by each, except as herein provided.

#### SUPPORT

Husband and wife hereby expressly forever waive any present or future claim he or she may have against

the other for alimony and/or support for himself or herself.

#### DEBT

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does hereby agree not to contract debts, charges or liabilities for which wife may be liable, and at all times to keep wife free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by husband in his individual capacity.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does hereby agree not to contract debts, charges or liabilities for which husband may be liable, and at all times to keep husband free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by wife in her individual capacity.

#### MUTUAL RELEASE

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights or demands whatsoever, in law or equity, which each of the parties ever had or now has against the other except any or all cause or causes of action for divorce.

Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives and assigns, releases all claims, demands and interests arising under



the Marital Property Act, Ch. 296 (1984) Law of Md., including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

RELEASE OF CLAIMS AGAINST SPOUSE'S ESTATE

All property individually owned by either party, real, personal or mixed, of any kind, character or description, or which shall in any manner hereafter devolve on either individually, shall be the sole and separate property of each individually, wholly free from any rights of the other during his or her life or after his or her death, with full power in each to convey, assign, charge or will his or her said individual property as if unmarried. Each of the parties covenants that this agreement shall operate as a full, complete and final settlement, satisfaction, discharge and adjudication of any and all legal rights, claims or demands of either party against the other by way of widow's award, homestead, inheritance, dower, curtesy or any other interest or money demand, which might be asserted by either party hereto against the other party or the property or estate of such other party, to the end that each shall be forever barred from all rights in and to the property and estate, and to the right to administer upon the property and estate, of the other. It is the intention of the parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried, and upon the death of either, the property, both real and personal, then owned by him or her shall pass by his or

her Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim of the other party as if the parties at such time were unmarried.

CLAIM FOR DIVORCE

Each party expressly stipulates that the other party retains and reserves the right to begin and conclude a proceeding or proceedings, as he or she may deem convenient, necessary or proper, to obtain a decree of divorce. It is understood and agreed that each party will pay his or her own counsel fees in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past or at the present. If a divorce proceeding is brought by either party against the other, the party bringing said action shall be responsible for all Court costs including, but not limited to, any Master's fee incurred in the obtaining of a final divorce.

Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this agreement or any provisions hereof. It is intended that none of the provisions of the agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced in writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

ck  
In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth (but for no other purpose) each of the parties does hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver, according to law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the real and tangible personal property herein described.

#### INCORPORATION INTO DECREE OF DIVORCE

With the approval of any Court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this agreement shall be incorporated in said Decree of Divorce, but shall not merge therein. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

#### WAIVER OF MODIFICATION

This Agreement contains the entire understanding between the parties. This Agreement shall not be subject to Court modification. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

The parties hereto declare that they fully understand all the terms and provisions of this

ck  
agreement; that each has been advised of his respective legal rights and liabilities and that each signs this agreement freely and voluntarily, acting under the advice of independent counsel, and intending thereby that this agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

AS WITNESS the hands and seals of each of said parties duly witnessed and acknowledged.

WITNESS:

*Thomas Larry Rheubottom* (SEAL)  
THOMAS LARRY RHEUBOTTOM  
*Charlotte Ann Rheubottom* (SEAL)  
CHARLOTTE ANN RHEUBOTTOM

STATE OF MARYLAND)

COUNTY OF CARROLL) TO WIT:

I HEREBY CERTIFY that on this 30<sup>th</sup> day of September, 1987, the above-named THOMAS LARRY RHEUBOTTOM personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

*Patricia A. Miller*  
Notary Public  
My Commission Expires: 7/1/90



BOOK 32 165

STATE OF MARYLAND)  
COUNTY OF CARROLL) TO WIT:

I HEREBY CERTIFY that on this 28<sup>th</sup> day of August, 1987, the above-named CHARLOTTE ANN RHEUBOTTOM personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Rosalie A. Mudgett  
Notary Public  
My Commission Expires: 7/1/90

BOOK 32 166

MARLENE S. PEKSA	:	In the
Plaintiff	:	Circuit Court
vs	:	for
KEVIN E. DAYHOFF	:	Carroll County
Defendant	:	Case No. CV 3801

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED that the above-named Plaintiff, Marlene S. Peksa, be and she is hereby granted an Absolute Divorce from the Defendant, Kevin E. Dayhoff; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement and the Addendum thereto, except for the provision as to visitation, by and between the parties hereto, dated May 20, 1987, and filed in this cause of action, be and it is hereby approved and made a part hereof as if fully set forth herein; and

It is further ADJUDGED and ORDERED that the Plaintiff, Marlene S. Peksa, be and she is hereby awarded the guardianship and custody of the minor child of the parties, and that Defendant shall pay direct unto Plaintiff the sum of \$150.00 per month for child support for the months of November through April, and \$250.00 per month for the months of May through October of each year, accounting from May of 1987, all as set out in said Agreement; subject, however, to the continuing jurisdiction of this Court; and

It is further ORDERED that the matters agreed to by the parties at the hearing before the Master on October 15, 1987, be and they

Filed Oct. 29, 1987

are hereby approved as follows:

1. That the proper name of Zachary, the minor child of the parties, shall be Zachary Wright Dayhoff Peksa.
2. That the Defendant shall have visitation with said minor child every other Sunday from 8:00 A.M. to 8:00 P.M., and every third Saturday from 8:00 A.M. to 8:00 P.M. with the qualification that until Zachary attains the age of 2½, the visitation schedule shall be from 2:00 P.M. to 8:00 P.M. rather than 8:00 A.M. to 8:00 P.M. This entire visitation agreement is without prejudice. Also, if Defendant is more than one-half hour late arriving, he forfeits his visitation for that day unless there is a prior agreed arrangement. This is subject to the further Order of this Court.
3. That Plaintiff waives the arrearage for the month of September, 1987.
4. That Plaintiff shall maintain her present medical coverage for Defendant at Defendant's cost.
5. That the parties shall divide the open court costs and fee for Master's hearing of October 15, 1987.

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that Plaintiff pay one-half the open costs of these proceedings, including the Master's fee for the hearing on October 15, 1987, and that Defendant shall pay the remaining one-half thereof.

Date: Oct 29, 1987 Robert K. Bruno  
Judge

RECEIVED IN  
CIRCUIT COURT  
JAN 10 1988  
OCT 29 10 52 AM '87  
LARRY W. SUPLEY  
CLERK



THIS AGREEMENT, made this 20<sup>th</sup> day of May, 1987, by and between KEVIN E. DAYHOFF, hereinafter referred to as the "Husband", and MARLENE S. PEKSA, hereinafter referred to as the "Wife".

WHEREAS, the parties to this agreement were lawfully married to each other in a civil ceremony on August 8, 1984, in Baltimore County, Maryland.

WHEREAS, one child has been born of this marriage, namely, Zachary, born December 21, 1985.

WHEREAS, on or about May 31, 1986, the parties ceased living together as Husband and Wife and have ever since that time lived separate and apart, without cohabitation, and desire by the execution of these presents to agree mutually and voluntarily to continue to live separate and apart.

WHEREAS, since the time of the marriage, the parties have acquired certain personal property.

WHEREAS, the parties are desirous of adjusting and settling all rights and obligations arising from the state of matrimony between them, all property rights they have in the estates of one another, including the rights of dower and curtesy, and all claims and rights of inheritance, maintenance and support, which each may have upon the other.

WHEREAS, in order to be fully advised and informed in connection with negotiations for and the preparation of this agreement, the Wife is represented by Elizabeth M. Tripp of Mount Airy, Maryland and the Husband is represented by Marc Rasinsky of Westminster, Maryland.

NOW, THEREFORE, for and in consideration of the reasons cited above and the mutual promises and covenants of the parties hereinafter set forth and other good and valuable consideration, the receipt of which is hereby respectively acknowledged by the parties, Husband and Wife agree as follows:

ELIZABETH M. TRIPP  
ATTORNEY AT LAW  
THE CASTLE CENTRE  
SUITE 7  
66 PROSPECT ROAD  
MOUNT AIRY, MD 21771  
TELEPHONES  
301-831-5808  
BALTO. LINE  
795-7505

Pl. Exhibit No. 2

ITEM I

MUTUAL AND VOLUNTARY SEPARATION

The parties to this agreement, upon execution hereof, intend that their separation shall be made with the intention to terminate the marriage by reason of the mutual and voluntary consent of each of them.

Each shall be free from interference, authority and control, direct or indirect, by the other as fully as if he or she were sole and unmarried. Each may reside at such place or places as he or she may select. Each may, for his or her separate use and benefit, conduct, carry on and engage in any business, profession or employment which to him or her may seem advisable. Each shall be at liberty to act and do as he or she sees fit, and to conduct his or her personal and social life as freely and fully as if he or she were sole and unmarried.

Neither party will molest or interfere with the other party in any manner or at any time, nor will either party compel or attempt to compel the other party to cohabit or dwell with him or her.

Neither party will communicate with the other party without the other party's free consent, except to effectuate fully the separation of the parties and this agreement.

ITEM II

RECONCILIATION

No continuation, reconciliation or resumption of the marital relationship shall operate to void this agreement. It is the mutual intent of the parties that the provisions of the agreement for settlement of property rights shall nevertheless continue in full force and effect without abatement of any term or provision hereof, except as otherwise provided by written agreement duly executed by each of the parties after the date of the reconciliation.

ELIZABETH M. TRIPP  
ATTORNEY AT LAW  
THE CASTLE CENTRE  
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795-7505



ITEM III

PROPERTY DIVISION

The parties have heretofore or contemporaneously with the execution of these presents, divided or agree to divide the properties, both real and personal, which they own either together or separately, as follows:

Except as otherwise specifically mentioned in this agreement, each party shall own, have and enjoy, independently of any claim or the right of the other all items of real or personal property of every kind, now or hereafter owned or held by him or her, with full power to dispose of the same as fully and effectually, in all respects and for all purposes, as if he or she were unmarried.

Neither Husband nor Wife shall make any claim on or to any motor vehicles titled in the name of the other.

Neither party shall make any claim in or to the business of the other, including such tools, equipment, books, accounts or any other thing which may be appurtenant thereto, except as may be otherwise disposed of herein, and except as the same may relate to child support set forth hereinafter.

Each party shall retain possession and ownership of any bank accounts, IRA accounts, savings bonds or credit union accounts in his or her respective name.

Wife shall have exclusive possession of and title to all personal property in the marital domicile, saving any clothes and items of a personal nature belonging exclusively to Husband, which have already been distributed.

Each item of personalty hereunder shall be taken subject to all liens and claims of third parties as shall be asserted therefor.

Each of the parties hereto relinquishes and releases forever any right he or she may have to make a claim against the other party for any funds resulting from either party's being a participant in any pension or profit sharing plan, or any pension funds for future distribution to either of the

IZABETH M. TRIPP  
ATTORNEY AT LAW  
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301-831-5808  
BALTO. LINE  
785-7505

parties. It is the intention of the parties that, upon execution of this agreement, both parties are hereby relinquishing any rights to make any claims against the other party's present, past or future pension fund rights or distribution from the other party's pension funds.

ITEM IV

REAL PROPERTY

Neither party shall make claim to the real property of the other, which is titled in the other's sole name and was his or her property prior to the marriage of the parties.

ITEM V

INDEBTEDNESS

Husband and Wife will each assume sole responsibility for his or her own credit indebtedness subsequent to the separation of the parties on May 31, 1986. Each party represents that all outstanding joint credit indebtedness has been paid as of the date of this agreement. Husband and Wife mutually agree not to cause any further charge to be placed against any joint account of the parties.

ITEM VI

INCOME TAX

The parties shall agree to file separate Federal and Maryland income tax returns for the calendar year 1986 and thereafter unless both parties mutually shall agree to file jointly. The tax refund for 1985 in the total amount of \$3,488.00 shall be divided between the parties.

ITEM VII

ATTORNEY FEES AND COURT COSTS

The parties shall pay their own respective attorney fees. However, in the event of any intentional or arbitrary breach of the terms of this agreement from and after the date of this agreement, the prevailing party shall be entitled to a reasonable contribution for his or her attorney

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ATTORNEY AT LAW  
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fees. Court costs in any action occasioned by such breach shall be paid by the losing party. Each party agrees to dismiss his or her pending action against the other in the Circuit Court for Carroll County, Maryland.

## ITEM VIII

## CHILD CUSTODY

Wife shall have the care, custody and control of the minor child, Zachary, subject, however, to reasonable visitation rights by the Husband, which shall consist, at a minimum, of every other Sunday between 10:00 a.m. and 6:00 p.m., beginning the Sunday following the execution of this Agreement. *MSP*

## ITEM IX

## HUSBAND'S OBLIGATION TO SUPPORT

Husband's contribution for the support of the minor child shall be set at One Hundred <sup>FIFTY</sup> and no/100 Dollars (<sup>150.00</sup> ~~\$100.00~~) per month for the months of November through April and <sup>TWO</sup> ~~Three~~ Hundred and no/100 Dollars (<sup>200.00</sup> ~~\$300.00~~) per month for the months of May through October and shall commence with the month of May, 1987, and shall continue until he is relieved from such obligation by operation of law. *MSP*

## ITEM X

## INSURANCE

Wife agrees to maintain her existing medical insurance policy or a similar policy, with coverage for the minor child.

## ITEM XI

## ALIMONY AND SUPPORT OF WIFE AND HUSBAND

EXCEPT AS OTHERWISE EXPRESSLY MENTIONED HEREIN, AND NOTWITHSTANDING THE MUTUAL INTENTION OF THE PARTIES AS IT RELATES TO A VOLUNTARY SEPARATION, HUSBAND AND WIFE HAVE BEEN INFORMED AND EACH IS AGAIN HEREIN INFORMED THAT HE OR SHE MAY BE ENTITLED TO BE AWARDED ALIMONY BY THE COURT IN ACCORDANCE WITH HIS OR HER RESPECTIVE NEEDS, REGARDLESS OF ANY FAULT ON HIS OR HER PART, IF ANY, WHICH MAY HAVE CONTRIBUTED TO THIS AGREEMENT TO LIVE SEPARATE

AND APART. WITH THE SIGNING OF THIS AGREEMENT, HOWEVER, BOTH HUSBAND AND WIFE WILL FOREVER BE PRECLUDED FROM CLAIMING ALIMONY OR ANY FORM OF SUPPORT FOR HIMSELF OR HERSELF FROM THE OTHER. KNOWING THIS, HUSBAND AND WIFE EXPRESSLY AND WITHOUT RESERVATIONS, HEREBY COVENANT, AGREE, RECITE AND DECLARE AS FOLLOWS:

That Husband and Wife expressly waive, release and discharge, absolutely and forever, all their right, claim and demand to alimony, alimony pendente lite, support or maintenance for each from the other, now or in the future.

## ITEM XII

## DOWER AND INHERITANCE RIGHTS

Unless otherwise herein provided, and excepting any claim which either party may have for the other's breach of this agreement, each party hereby waives, releases and relinquishes unto the other all rights or claims of dower, curtesy, descent inheritance, distribution and all other rights or claims growing out of the said marriage between them, and each shall be forever barred from any and all rights in the estate of the other, whether real, personal or mixed, and whether now owned or hereafter acquired and each will, upon request of his or her spouse, execute good and sufficient release of dower and curtesy to the other spouse, his or her heirs and assigns, or to anyone else designated by the other spouse, his or her heirs and assigns, or personal representatives, or will join, upon request, with the spouse, or his or her heirs and assigns, in executing any deed or deeds to any real property now or hereafter owned or acquired by the other spouse, all at the expense of the spouse so requesting.

Nothing herein, however, shall constitute a waiver of either party to take a voluntary bequest or bequests under the Will of the other.

## ITEM XIII

## SEVERABILITY

In the event any provision of this agreement shall be declared null and void by the judgment or decree of any Court, it shall not affect all other



provisions of this agreement, nor the Husband's obligation for contribution under the terms hereof.

ITEM XIV

DIVORCE

The provisions herein made shall remain in full force and effect whether or not either party seeks a dissolution of the marriage at any time hereafter. Should a dissolution of the marriage be decreed in any action or proceeding between the parties, this agreement shall be submitted to the Court for its approval and the provisions hereof shall, insofar as the Court has jurisdiction to enforce, be incorporated in, and become a part of such decree, and shall be enforceable as a part hereof. In the event the Court shall fail or decline to incorporate this agreement, or any provision thereof, in said decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that regardless of whether said agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

Except as otherwise provided herein, each party does hereby release and discharge the other of and from all causes of action, claims, rights or demand whatsoever, in law or in equity, which either of the parties had or now has against the other.

ITEM XV

MODIFICATION AND WAIVER

Subject to Order of Court, no modification or waiver by the parties of any of the terms of this agreement shall be valid unless in writing and

ELIZABETH M. TRIPP  
ATTORNEY AT LAW  
THE CASTLE CENTRE  
SUITE 7  
56 PROSPECT ROAD  
MOUNT AIRY, MD 21771

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BALTO. LINE  
795-7505

executed with the same formality as this agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

ITEM XVI

BINDING EFFECT

The parties hereto further agree that all covenants, stipulations, promises, agreements and provisions in this agreement shall apply to, bind and be obligatory upon the parties hereto, their heirs, personal representatives, successors and assigns, or any of them, whether so expressed or not.

Each party hereto declares that he or she fully understands the facts and all his or her legal rights and liabilities; and that each believes the agreement to be fair, just and reasonable and that each signs the agreement freely and voluntarily.

ITEM XVII

FURTHER ASSURANCES

Each party shall, at all times and from time to time hereafter, execute, acknowledge and deliver to the other party any and all instruments and assurances that the other party may reasonably require for the purpose of giving full force and effect to the provisions of this agreement.

ITEM XVIII

ENTIRE AGREEMENT

This agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants or understandings other than those expressly set forth herein. The agreement shall be interpreted under the Laws of the State of Maryland, except as it may relate to character of the title in real property.

ELIZABETH M. TRIPP  
ATTORNEY AT LAW  
THE CASTLE CENTRE  
SUITE 7  
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795-7505



AS WITNESS the hands and seals of each of said parties duly witnessed.

Jan B. Russelman Kevin E. Dayhoff  
Witness KEVIN E. DAYHOFF  
Marlene S. Peksa  
Witness MARLENE S. PEKSA

AFFIDAVIT

I hereby declare and affirm under the penalties of perjury that the contents of the foregoing Voluntary Separation and Property Settlement Agreement are true and correct and that I have personal knowledge of and understand the facts asserted herein.

Kevin E. Dayhoff  
KEVIN E. DAYHOFF

STATE OF MARYLAND :  
COUNTY OF Frederick : to wit:

I hereby certify that on this 12<sup>th</sup> day of May, 1986, before me, a Notary Public of the State and County aforesaid, personally appeared KEVIN E. DAYHOFF, known to me to be the person whose name is subscribed to the within instrument and acknowledged the same to be his act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:  
July 1, 1990

Elizabeth M. Tripp  
Notary Public

ELIZABETH M. TRIPP  
ATTORNEY AT LAW  
THE CASTLE CENTRE  
SUITE 7  
106 PROSPECT ROAD  
MOUNT AIRY, MD 21771  
TELEPHONES  
301-831-5808  
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795-7505

AFFIDAVIT

I hereby declare and affirm under the penalties of perjury that the contents of the foregoing Voluntary Separation and Property Settlement Agreement are true and correct and that I have personal knowledge of and understand the facts asserted herein.

Marlene S. Peksa  
MARLENE S. PEKSA

STATE OF MARYLAND :  
COUNTY OF FREDERICK : to wit:

I hereby certify that on this 7<sup>th</sup> day of May, 1986, before me, a Notary Public of the State and County aforesaid, personally appeared MARLENE S. PEKSA, known to me to be the person whose name is subscribed to the within instrument and acknowledged the same to be her act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:  
July 1, 1990

Elizabeth M. Tripp  
Notary Public

ELIZABETH M. TRIPP  
ATTORNEY AT LAW  
THE CASTLE CENTRE  
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BOOK 32 179

ADDENDUM TO VOLUNTARY SEPARATION AND  
PROPERTY SETTLEMENT AGREEMENT

THIS ADDENDUM, made this 20<sup>th</sup> day of MAY, 1987, is to a Voluntary Separation and Property Settlement Agreement executed by and between KEVIN E. DAYHOFF, of Carroll County, Maryland, herein called "Husband", and MARLENE S. PEKSA, of Carroll County, Maryland, herein called "Wife", said Voluntary Separation and Property Settlement Agreement having been executed on the 20<sup>th</sup> day of MAY, 1987.

NOW, THEREFORE, IN CONSIDERATION of the premises, the mutual covenants and agreements contained herein, and to accomplish the ends sought, both parties do fully and voluntarily agree as follows:

1. The Voluntary Separation and Property Settlement Agreement executed by and between the parties on the 20<sup>th</sup> day of MAY, 1987, will be amended by the addition of the following language under Item III of said Agreement:

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights or demands whatsoever, in law or equity, which each of the parties ever had or now has against the other except any or all cause or causes of action for divorce.

Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives and assigns, releases all claims, demands and interests arising under the Marital Property Act, Ch. 296 (1984) Law of Md., including but not limited to any claim to use and possession of the family home, if any; any claim to use and

Pl. Exhibit No. 3

BOOK 32 180

possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

2. Item III, Property Division, will be modified by the inclusion of the following agreement:

Wife will transfer to husband any and all interest that she may have in the following items currently in her possession: a ceramic piece of art created by Karen, a Lennox bowl that was a wedding gift from Mr. and Mrs. Robert Ness, a freezer belonging to husband's brother, and an electric heater formerly kept at the husband's home.

3. The following modifications will be made to the Voluntary Separation and Property Settlement Agreement executed between the parties on the 20<sup>th</sup> day of MAY, 1987:

ITEM VIII, CHILD CUSTODY, will be modified by the addition of the following language:

It is understood and agreed by and between the parties that the visitation set forth herein, namely, 10:00 a.m. until 6:00 p.m. reflects that the minor child of the parties is currently 18 months old. It is fully anticipated that the hours of visitation shall be expanded in a reasonable fashion as said child grows older.

In addition to the visitation to take place every other Sunday, it is agreed by and between the parties that husband will have the right to visit with Zachary every third Wednesday of the month from 10:00 a.m. until 6:00 p.m. and every third Saturday of the month from 10:00 a.m. until 6:00 p.m. In addition, husband will have the right to visit with Zachary on one-half (1/2) of the major holidays, to be alternated every other year. For purposes of this Agreement and



Addendum, major holidays will be defined to include New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas. Visitation on said holidays will be from 10:00 a.m. until 6:00 p.m.

The parties hereto specifically acknowledge the goal of maintaining a close relationship between Zachary and the husband. In addition to the specific visitation periods set forth herein, wife covenants and agrees to allow additional visitation at reasonable times upon reasonable advance notice by the husband. Husband covenants and agrees that demands and requests for visitation will be made at reasonable times and in a reasonable manner. It is the express intention of both parties to foster and maximize said visitation and to conduct all aspects of said visitation in a fair and reasonable manner. The parties acknowledge that the specific visitation set forth in the Voluntary Separation and Property Settlement Agreement executed by and between the parties is in no way meant to limit the husband's right to visit with said minor child.

4. It is agreed by and between the parties that wife agrees to maintain husband on her existing medical insurance policy until such time as either party is granted an absolute divorce. Wife's obligation to maintain husband is specifically conditioned on the fact that there will be no additional expense to her for maintaining husband on said policy.

5. The parties hereto acknowledge that they have made full disclosure, to the best of their knowledge, of all assets, liabilities, income and expenses that they currently have at the time of the execution of this Addendum. It is further acknowledged that the parties have relied on the representations made by the other party as to the assets, liabilities, income and expenses in reaching the settlements and agreements

contained in the Voluntary Separation and Property Settlement Agreement executed by them and this Addendum thereto.

6. With the approval of any Court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Addendum shall be incorporated in said Decree of Divorce, but shall not merge therein. In the event the Court shall fail or decline to incorporate this Addendum, or any provision hereof, in said Decree, then and in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

7. It is further understood and agreed by and between the parties that all other provisions set forth in the Voluntary Separation and Property Settlement Agreement shall remain in full force and effect as drafted in the original Agreement and executed on the 20<sup>th</sup> day of MAY, 1987.

8. The parties hereto declare that they fully understand all the terms and provisions of this Addendum; that each has been advised of his respective legal rights and liabilities and that each signs this Addendum freely and voluntarily, acting under the advice of independent counsel, and intending thereby that this Addendum shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

AS WITNESS the hands and seals of each of said parties duly witnessed and acknowledged.

BOOK 32 PAGE 183

WITNESS:

Jan B. Musselman

KEVIN E. DAYHOFF

(SEAL)

MARLENE S. PEKSA

(SEAL)

STATE OF MARYLAND)  
TO WIT:  
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 14<sup>th</sup> day of May, 1987, the above-named KEVIN E. DAYHOFF personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Addendum with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Addendum is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Jan B. Musselman  
Notary Public  
My Commission Expires: 7/1/90

STATE OF MARYLAND)  
TO WIT:  
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 20<sup>th</sup> day of May, 1987, the above-named MARLENE S. PEKSA personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Addendum with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Addendum is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Jan B. Musselman  
Notary Public  
My Commission Expires: 7/1/90

-5-

BOOK 32 PAGE 184

SHARON DIANE SANNER : In the  
Plaintiff : Circuit Court  
vs : for  
GARY GEORGE SANNER : Carroll County  
Defendant : Case No. CV 4721

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 29<sup>th</sup> day of October, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Sharon Diane Sanner, be and she is hereby granted an Absolute Divorce from the Defendant, Gary George Sanner; and

It is further ADJUDGED and ORDERED that the Plaintiff, Sharon Diane Sanner, be and she is hereby awarded the guardianship and custody of Erik Michael Sanner, the minor child of the parties hereto, with the right of liberal visitation unto the Defendant, Gary George Sanner, with said child at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Defendant pay direct unto the Plaintiff the sum of \$45.00 per week toward the support of the minor child of the parties, subject to the further Order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

*Filed Oct. 29, 1987*



It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated September 5, 1986 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that the Plaintiff pay one-half the costs of these proceedings and that Defendant pay the remaining one-half thereof.

*Ruke K. Burns*  
Judge

VOLUNTARY SEPARATION AND  
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 5<sup>th</sup> day of Sept., 1986, by and between GARY GEORGE SANNER ("Husband") and SHARON DIANE SANNER ("Wife").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on August 25, 1972, in Anne Arundel County, Maryland. The parties have one child, namely, ERIK MICHAEL SANNER (born December 17, 1976), hereinafter referred to as ("Child"). Differences have arisen between the parties and they will, as of September 6, 1986, live separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their Child, maintenance, and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

AGREEMENT TO LIVE SEPARATE AND APART

The parties shall live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried as of September 6, 1986, when Wife shall leave the marital home where the parties currently reside. Each shall conduct, carry on and engage in any employment, business or trade which to him or her shall seem advisable for his or her sole and separate use and benefit, without and free from any control, restraint, or interference by the other party in all respects as if each were unmarried.

CHILD CUSTODY AND VISITATION

Wife shall have the care and custody of the Child, with the right and privilege of Husband to visit and have the Child with him at all reasonable times and places.

CHILD SUPPORT

Husband shall pay directly to Wife for the support of the minor Child the sum of forty-five dollars (\$45) per week. Support payments with respect to the Child shall terminate upon the first to occur of any one of the following events: arrival at age (18), marriage, death, becoming self-supporting or otherwise emancipated.

Husband shall maintain medical insurance for the benefit of Child so long as he is liable for the Child's support, and continue Wife on his medical insurance until time of an Absolute Divorce.

Pl. Exhibit No. 1



All medical expenses for the Child not covered by medical insurance will be shared equally between the parties, including any applicable deductibles.

Husband agrees to provide one-half the cost of the Child's undergraduate college education, including, tuition, room and board, books and other necessary living expenses, regardless of whether Husband's duty to support the child has theretofore terminated.

#### MARITAL PROPERTY RIGHTS AND INHERITANCE

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he or she now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary of convenient to enable the other party to deal with his or her property as if he or she were unmarried. Except as otherwise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under the Marital Property Act Maryland §§8-201 through 8-213, Family Law, Annotated Code of Maryland, as from time to time amended. This specifically includes any statutory right to share in the estate of the other and to serve as Personal Representative of the other's estate. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him or her shall pass by his or her Will or under the laws of descent, as the case might be, free from any right of inheritance, title or claim in the other party, including the right to administer upon the estate of the one so dying, as if the parties at such time were unmarried.

#### DEBTS WAIVER OF ALIMONY

Except as herein otherwise provided, each party hereby releases and discharges the other from any and all obligations of further support and does hereby covenant and agree not to contract debts, charges or liabilities for which the other may be liable and at all times to keep the other free, harmless and indemnified from any and all debts, charges or liabilities heretofore or hereafter contracted by him or her.

Each expressly waives any claim he or she may have against the other for alimony, alimony pen-ente lite, maintenance, support or any other form of financial assistance, by whatever name called, and each understands and acknowledges that the aforesaid waiver completely precludes either of them, both now and at any time in the future, from making a successful claim against the other for any such financial assistance based upon their marital relationship.

#### MARITAL HOME

The parties own as tenants by the entireties the real property known as 2038 Green Mill Road, Finksburg, Maryland 21048. The parties have entered into a contract for sale of the property with third parties.

The property is subject to a joint indebtedness (mortgage) which shall be satisfied at the settlement of the property presently scheduled for September 26, 1986. The parties acknowledge that they have numerous joint and individual debts. It is their desire to pay all of these debts (except as otherwise provided in this Agreement) with the net proceeds from the sale of the real property. The net proceeds of sale shall be defined as the amount that remains after deducting from the gross sales price (1) any broker's commissions and/or attorney's fees incurred in connection with the sale, (2) all expenses of the sale and closing costs and, (3) the principal, accrued interest and any prepayment penalty due on the mortgage.

After the net proceeds from the sale of the property have been used to satisfy the Debts of the parties, the remaining proceeds shall be shared equally between the parties.

#### PROPERTY

Simultaneously with the execution of this Agreement the parties are dividing their tangible personal property and household chattels. The parties agree that all tangible personal property and household chattels in the possession of Wife as of September 6, 1986, when Wife will leave the marital home shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband. All tangible and personal property remaining in Husband's possession as of September 6, 1986 shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife. Each party shall retain, as his or her sole and separate property, any stocks, bonds or other securities, savings or checking accounts, and other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

Husband agrees to convey to Wife the 1979 Toyota presently titled in both names. Husband shall retain as his sole and separate property, free from all claims of Wife, the 1983 Ford Truck titled in his name. The parties agree to obtain his or her own vehicle insurance at the time of the renewal of the existing joint policy.

#### LIFE INSURANCE

Husband shall keep in full force and effect and continue to pay the premiums on his Life Insurance policies with Lutheran Brotherhood in a minimum amount of \$20,000 with Child named as sole irrevocable beneficiary so long as Husband is liable for Child's support. Husband agrees to name Wife as trustee therefore, and agrees to keep said policy free of all policy loans, liens and encumbrances.

\*or comparable policy  
\*\* cash death benefits



INCOME TAX RETURN

HUSBAND and Wife shall file a joint Federal and State tax return for tax year 1986 if permitted by law and agreeable to both parties. Any refund forthcoming from such tax returns shall be divided equally between the parties.

RESERVATION OF GROUNDS FOR DIVORCE

Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

LEGAL FEES AND COURT COSTS

Husband and Wife agree that each shall pay his or her own attorney's fees arising out of this Voluntary Separation and Property Settlement Agreement and any divorce action and to divide the Court costs and Master's fee arising out of any uncontested divorce action between them equally. Notwithstanding the above, Husband agrees to pay one-half of the fee for preparation of this Agreement to Wife. Each party retains the right to seek attorney's fees from the other in the event that litigation is necessary to enforce any of the provisions of this Agreement.

INCORPORATION OF AGREEMENT

It is the intention of each of the parties hereto that this Agreement shall be offered in evidence in any divorce proceeding between them which may now be pending or which may hereafter be instituted in any Court of competent jurisdiction, and, to the extent that such Agreement shall be acceptable to the Court, that it shall be incorporated by reference in any decree of absolute divorce with may be passed by the Court.

In the event, however, that the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in its said decree, then, and in that event, the parties agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that, regardless of whether said Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said Agreement, and all the terms and provisions thereof, shall survive the same and shall continue to be binding upon the parties, and their respective heirs, personal representatives and assigns, for all time.

VOLUNTARY EXECUTION

The parties hereto declare that they fully understand all the terms and provisions of this Agreement; that each has been advised of his or her right to independent legal counsel and has exercised or waived said legal right. Each party signs this Agreement freely and voluntarily, intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees, and assigns, and all persons claiming by or through them or any of them.

ENTIRE AGREEMENT

This instrument sets forth the entire understanding and agreement between the parties, and there exist no warranties, representations, promises, covenants or undertakings other than those expressly set forth herein.

In no event shall the acceptance or toleration by either of the parties hereto of any breach of any covenant or undertaking contained herein be construed as a waiver of that covenant or undertaking contained in this Agreement.

INTERPRETATION

This Agreement, and the respective rights and duties of the parties hereto, shall in all respects be governed by and construed under the laws of the State of Maryland.

ALTERATIONS, CHANGES, CANCELLATION, ETC.

It is intended that none of the provisions of this Agreement shall in any way be altered, changed, canceled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof.

IN WITNESS WHEREOF, that parties have set their hands and seals this day of \_\_\_\_\_, 1986.

WITNESS:

*Shirley J. Boyle* *Gary George Sanner* (SEAL)  
GARY GEORGE SANNER  
*Allen S. Clements* *Sharon D. Sanner* (SEAL)  
SHARON DIANE SANNER

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 03<sup>rd</sup> day of September, 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared GARY GEORGE SANNER, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Voluntary Separation and Property Settlement Agreement and made oath in due form of law that the matters and facts set forth therein with respect to the voluntary separation of the parties are true and correct and acknowledged that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Shirley J. Boyle  
NOTARY PUBLIC

My Commission Expires: 7/1/90

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 5<sup>th</sup> day of September, 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared SHARON DIANE SANNER, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Voluntary Separation and Property Settlement Agreement and made oath in due form of law that the matters and facts set forth therein with respect to the voluntary separation of the parties are true and correct and acknowledged that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.



Colleen Smith Clemente  
NOTARY PUBLIC

My Commission Expires: 7/1/90

KENNETH LEROY MARTIN	:	In the
Plaintiff	:	Circuit Court
vs	:	for
LOU ANNE MARTIN	:	Carroll County
Defendant	:	Case No. CV 4616

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 29<sup>th</sup> day of October, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Kenneth LeRoy Martin, be and he is hereby granted an Absolute Divorce from the Defendant, Lou Anne Martin; and

It is further ADJUDGED and ORDERED that the Plaintiff, Kenneth LeRoy Martin, and the Defendant, Lou Anne Martin, be and they are hereby awarded joint guardianship and custody of Kevin Russell Martin, the minor child of the parties hereto, with the right unto both Plaintiff and Defendant for visitation privileges at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated June 24, 1987, and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ADJUDGED and ORDERED that both Plaintiff and Defendant be and they are hereby charged generally for the support of

Filed Oct. 29, 1987



BOOK 32 193

the minor child of the parties; that Plaintiff shall pay the sum of \$60.00 per week directly to the person or persons providing day care for said child, and shall maintain medical insurance on the minor child as well as pay all medical, dental, etc. expenses not covered by insurance, all as set out in said Agreement, subject to the further Order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Plaintiff on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if the Plaintiff accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Plaintiff shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

*Rube K. Burns*  
Judge

NOV 23 1987  
CLERK

BOOK 32 194

KENNETH LEROY MARTIN \* IN THE  
Plaintiff \* CIRCUIT COURT  
vs. \* FOR  
LOU ANNE MARTIN \* CARROLL COUNTY  
Defendant \* CASE NO.: CV 4616

\*\*\*\*\*

AMENDMENT TO JUDGMENT OF ABSOLUTE DIVORCE

It having been understood that Defendant herein does not wish to resume her maiden name for any illegal, immoral or illicit purposes, it is this 23<sup>RD</sup> day of November, 1987, by the Circuit Court for Carroll County,

ORDERED, that the Judgment of Absolute Divorce dated October 29, 1987, is hereby amended to read that the Defendant, LOU ANNE MARTIN, be and she is hereby granted the right to resume the use of her maiden name, LOU ANNE POFF.

*Rube K. Burns*  
JUDGE

NOV 23 12 01 PM '87  
CLERK

VOLUNTARY SEPARATION  
AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 24 day of June, 1987,  
by and between KENNETH LEROY MARTIN, hereinafter referred to as "Husband",  
and LOU ANNE MARTIN, hereinafter referred to as "Wife":

## WITNESSETH:

WHEREAS the parties hereto are now Husband and Wife having been  
legally married by a religious ceremony on the 11th day of July, 1976 in the  
State of Maryland, County of Carroll.

WHEREAS as a result of the said marriage, there was one (1) child  
born, namely: KEVIN RUSSELL MARTIN, born January 11, 1983.

WHEREAS certain irreconcilable differences have arisen between the  
parties, for which they have mutually and voluntarily consented to live  
separate and apart, and have lived separate and apart since the 4th day of  
March, 1986 and further that there is no reasonable expectation of a recon-  
ciliation between them, and the said parties do hereby consent and agree  
from the date of this Agreement to continue to live separate and apart from  
each other during their natural lives.

WHEREAS the parties hereto desire to settle and agree upon their  
mutual, respective and joint property rights and interests, including but not  
limited to the equitable division of assets and the provision of support and  
maintenance of the minor child of the parties and to settle other rights and  
obligations arising out of the marital relationship, and to that end, this  
Agreement is executed and delivered.

NOW THEREFORE in consideration of the promises, mutual covenants  
and agreements contained herein and to accomplish the ends sought, both  
parties with full knowledge of the extent, value and character of the  
properties owned by them, separately and jointly, and of their respective  
incomes, obligations and needs after due consideration, do fully and volun-  
tarily agree as follows:

## GENERAL PROVISIONS

The parties agree that they have voluntarily agreed to separate and  
have separated on the 4th day of March, 1986, and that the separation is  
permanent and voluntary and each agrees to live separate and apart in sepa-  
rate places of abode, without cohabitation.

Each party shall be free to go his or her own respective way as  
fully and to the same extent as if they had never been joined in matrimony.

Pl. Exhibit No. 1

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Neither of the parties shall molest the other or compel or endeavor  
to compel the other to cohabit or dwell with him or her by any legal pro-  
ceedings for restitution of conjugal rights; and that said parties may at all  
times hereafter live apart from each other, free from the other's authority.

Nothing contained in this Agreement, or in the separation of the  
parties as a result of this Agreement, shall be construed as a waiver by  
either of the parties for any grounds of divorce which either of them may now  
have or hereafter have against the other, the same hereby being expressly  
reserved.

Each party especially stipulates that the other party retains  
and reserves the right to begin and conclude a proceeding or proceedings, as  
he or she may deem convenient, necessary or proper, to obtain a Decree of  
divorce; and it is hereby expressly agreed that in the event of such pro-  
ceeding or proceedings, each of the parties shall be liable solely for his or  
her own counsel fees incurred in connection therewith, and each does hereby  
release the other from any charge or liability from his or her counsel  
fees.

## JOINT CUSTODY

The parties agree that the minor child shall be in their joint  
custody. The child's physical residence shall be determined on an ongoing  
basis by mutual agreement of the parties.

The parties further agree that they shall each have the child with  
them for an equal part of the holidays and the child's birthday. The  
parties agree that all significant decisions concerning the child including  
but not limited to schooling and other activities shall be decided upon by  
the parties jointly and not by either party to the exclusion of the other.  
Each party shall keep the other advised of their address and phone number.

## SUPPORT OF THE MINOR CHILD

The parties shall both be charged generally with the support  
and maintenance of the minor child. Husband shall pay the sum of SIXTY  
DOLLARS (\$60.00) per week directly to the person or persons providing day  
care for the said child.

All obligations of the Husband to contribute toward support shall  
cease when the child reaches the age of eighteen, marries, becomes self  
supporting or upon the death of the minor child or the Husband, whichever  
event shall first occur.



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In addition to the aforesaid support, the Husband shall maintain medical insurance in force on the child and shall assume and pay all medical, dental, optical and orthodontal expenses of the minor child not covered by insurance. The Husband's obligations to maintain said insurance and pay said expenses shall continue until the occurrence of the events set forth in the foregoing paragraph.

MEDICAL INSURANCE

The Husband agrees to maintain medical insurance coverage on the Wife until the final divorce of the parties.

LIFE INSURANCE

The parties agree to maintain any life insurance coverage, which is presently in effect, in force with the minor child as Beneficiary until such time as the child reaches the age of eighteen, marries, becomes self supporting or the death of the child or the party.

DISPOSITION OF PERSONAL PROPERTY

All tangible personal property and household chattels presently located at the parties' residence shall be and remain the sole and exclusive property of the Husband, free and clear of any interest of the Wife with the exception of those items listed on Schedule A, which is attached hereto and incorporated herein as part hereof. Within thirty (30) days of the date of this Agreement, upon reasonable advance notice to the Husband, Wife shall remove from the parties' residence those items listed on Schedule A, which items shall be and remain the sole and exclusive property of the Wife, free and clear of any interest of the Husband.

The Husband and Wife agree that the clothing, personal effects and personal property of the other of whatsoever description shall be free of the claim of the other.

ALIMONY

The Husband agrees to pay to the Wife as lump-sum alimony the sum of THREE THOUSAND DOLLARS (\$3,000.00). The sum shall be paid from the proceeds of the sale of the real property as hereinafter provided.

DISPOSITION OF AUTOMOBILES

Husband hereby transfers and assigns unto the Wife, all of his right, title and interest in and to the 1981 Pontiac Catalina, and he shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said automobile in her name alone. Wife shall pay the cost, if any, for the transfer of title.

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Wife hereby transfers and assigns unto the Husband all of her right, title and interest in and to the 1979 Chevy Luv Truck, and she shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said automobile in his name alone. Husband shall pay the cost, if any, for the transfer of title.

DISPOSITION OF OTHER PROPERTY

The Wife shall transfer unto the Husband all of her right, title and interest to the following accounts:

Savings	\$ 6,539.00
Checking	1,500.00
Credit Union	960.00
Silver	18,337.00

Wife agrees to execute all documents necessary to transfer her interest in the above accounts to the Husband. Husband agrees to pay to the Wife the sum of \$3,100.00 for her interest in the above accounts. This payment shall be made upon settlement on the parties' real property as hereinafter provided.

RETIREMENT AND DEFERRED COMPENSATION

The Husband is presently the owner of Retirement and Deferred Compensation plans through his employment with the following values:

Retirement	\$12,247.18
Deferred Comp.	2,465.36
TOTAL	\$14,712.54

Husband agrees to pay to Wife the sum of \$5,658.67 for her interest in these plans. Husband shall make this payment to the Wife out of the Husband's share of the proceeds from the sale of the parties' jointly owned real property.

DISPOSITION OF REAL PROPERTY

The parties are the owners, as tenants by the entireties, of the real property known as 1848 Fairmount Road, Hampstead, Maryland 21074.

The property is currently under contract of sale for \$85,300.00 and scheduled for settlement in June, 1987.

Until settlement, the Husband shall have the exclusive right to reside in the residence on the real property. Husband shall pay all expenses of the property.

At settlement the proceeds from the sale shall be applied as follows:

- a. any broker's fee in connection with the sale.
- b. all expenses of sale and closing costs.
- c. the sum of \$20,520.17 shall be reimbursed to the Husband.
- d. the sum of \$1,820.14 shall be reimbursed to the Wife.
- e. the sum of \$3,100.00 representing the interest in "other property" shall be paid to the Wife, as hereinabove provided.
- f. the net proceeds shall be divided equally.
- g. from Husband's share of the net proceeds, he shall pay to Wife:
  1. the sum of \$5,658.67, representing her interest in his pension and profit sharing plans, as hereinabove provided.
  2. the sum of \$3,000.00 lump-sum alimony, as hereinabove provided.

#### ATTORNEYS FEES

Each party shall pay their own attorneys fees in connection with the negotiation and execution of this Agreement.

#### INCOME TAX PROVISIONS

The parties agree that they shall share the income tax exemption for the minor child, with the Husband being entitled to take said exemption in even-numbered years and the Wife being entitled to take said exemption in odd-numbered years. The parties agree to execute such documents as may be necessary to effectuate this result.

#### MISCELLANEOUS PROVISIONS

With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by the said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provisions thereof, in the said Decree, that in that event, the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is agreed further that regardless of whether the said Agreement and all or any part

thereof is incorporated in any such Decree, the same shall not be merged in said Decree, but said Agreement and all of the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

The parties hereto and each of them, will upon request execute such further and other assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions thereof. It is intended that none of the provisions of this Agreement shall be in any way altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation by the parties hereto, and that any such alteration, change, cancellation or abrogation or annulment shall only take place after reduced in writing, signed, sealed and witnessed and acknowledged by the parties hereto, and the amendment or deletion of any part of this Agreement by the parties as a result of the reconciliation or otherwise, or by any Court, shall not affect the remaining terms and provisions hereof.

In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth (but for no other purpose) each of the parties does hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, in his or her name, place and stead, to execute, acknowledge and deliver according to Law, such other and further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer, of the real and tangible personal property herein described.

The parties further agree as follows:

(a) Husband does hereby covenant and agree not to contract debts, charges or liabilities for which the Wife may be liable, and at all times to keep the Wife free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by Husband.

(b) Wife does hereby covenant and agree not to contract debts, charges or liabilities for which the Husband may be liable, and at all times to keep the Husband free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by Wife.

Subject only to any provisions contained to the contrary, the Wife and Husband hereby release, relinquish, waive, surrender, grant and assign to each other, their heirs, personal representatives, devisees, legatees, distributees and assigns, all of their rights or claim of dower, descent, inheritance and distribution or the right to administer on their estate in the event they predecease each other or such claim arising out of



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said marriage between them or otherwise, in and to, or to participate in any way in the ownership, distribution, or enjoyment of the property or estate, of the other, real, personal or mixed, whether now owned or hereafter acquired by them, and whether arising out of the said marriage relation or otherwise, to the end that each of the parties hereto shall be forever barred from all rights in and to the property and estate of the other, excepting only the property herein designated to be the absolute property of the parties, and agree to execute or join with each other in the execution of any deed, assignment, or other conveyance or release which may be necessary or convenient to carry out the provisions hereto and to permit the other to transfer and convey their property free and clear of all claims of the other, as if the said parties were not married.

This Agreement shall be interpreted in accordance with and controlled by the Laws of the State of Maryland.

Husband and Wife agree that the provisions of this Voluntary Separation and Property Settlement Agreement, are not subject to any Court modifications, with the exception of child support, custody and visitation provisions contained herein.

In the event that any of the provisions of this Agreement shall be found to be unenforceable or against public policy, said finding shall not affect the validity of the other provisions of this Agreement and said provisions shall continue in full force and effect.

Each of the parties hereto declares that he or she fully understands all of the terms and provisions of this Agreement and that they have each had the benefit of independent counseling from an attorney of their own choosing, as to the contents of this Agreement, and that each signs this Agreement freely and voluntarily acting independently and intending thereby that this Agreement shall be binding upon the parties hereto, and each party recognizes that all of the terms of the Separation Agreement are recorded and are written herein, and that no other terms of any Agreement shall be binding upon the parties, except as hereinbefore stated.

Except as otherwise provided herein each of the parties hereto himself or herself and his or her respective heirs, personal representatives and assigns releases all claims, demands and interest arising under the Marital Property Act, Ch. 794 (1978), Laws of Maryland, including but not limited to any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

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This Agreement is executed in four (4) identical, original counterparts, each of which is complete in itself and may be introduced in evidence, proved, recorded and used for any other purpose without the production of the other counterpart, but all of which taken together shall be deemed one and the same instrument.

This Agreement shall endure to and be binding on the heirs, devisees, legatees, personal representatives and assigns of the parties hereto.

WITNESS the hands and seals of the parties.

WITNESS:

*Jacqueline M. Martin* *Kenneth Leroy Martin* (SEAL)  
KENNETH LEROY MARTIN

*Lou Anne Martin* (SEAL)  
LOU ANNE MARTIN

STATE OF MARYLAND, COUNTY OF CARROLL, to-wit:

I HEREBY CERTIFY that on this 22nd day of June, 1987, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, LOU ANNE MARTIN, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

WITNESS, my hand and Notarial Seal.

*Debbie M. Tarkenton*  
Notary Public - commission expires 7/1/90


BOOK 32 PAGE 203

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STATE OF MARYLAND, COUNTY OF CARROLL, to-wit:

I HEREBY CERTIFY that on this 24<sup>th</sup> day of June, 1987, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared, KENNETH LEROY MARTIN, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.

WITNESS, my hand and Notarial Seal.

  
Notary Public - commission expires 7/1/90

BOOK 32 PAGE 204

SCHEDULE A

All craft items on walls  
All flower arrangements  
Norwegian Pine  
Kevin's bed  
Chest of Drawers  
Linens - one-half sheets & towels  
Wampers Sconces  
2 little Dining room shelves  
Green rack  
3 Danbury Mint Bells (pink, lavender & burgundy)  
Blue lamp  
1 phone (white)  
Vacuum - Electrolux & power nozzle  
Desk & glass top dishes with Christmas pattern  
Correll  
One-half Corning Ware  
One-half storage containers  
Covers for Appliances  
Microwave  
Freezer  
Grill  
Radio  
Piano  
Sears sewing machine  
Old Sears sewing machine in cabinet  
Antique Cedar chest  
Sewing chest  
Dining room suite (table, 6 chairs, buffet & china closet)  
Grandfather's rocking chair  
China  
Lamp  
Flatwear  
Stereo  
End tables and coffee table  
Engraved globe candle holders  
Grandparents' antiques  
Humidifier



BOOK 32 205

DONALD RAY KELLY : IN THE  
Plaintiff : CIRCUIT COURT  
vs. : FOR  
IVA MAY KELLY : CARROLL COUNTY  
Defendant : CASE NO. CV4279

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 29<sup>th</sup> day of October, 1987, that the Plaintiff, DONALD RAY KELLY, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, IVA MAY KELLY; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely, SHANNON MARIE KELLY (born March 4, 1981) and BRIAN RAY KELLY (born May 15, 1983) be and the same is hereby awarded to the Plaintiff with the right on the part of the Defendant to visit said children at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated August 21, 1984 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

John K. Burns  
JUDGE

Filed Oct. 29, 1987

BOOK 32 206

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 21<sup>st</sup> day of August, 1984, by and between IVA MAY KELLY, hereinafter called "Wife", and DONALD RAY KELLY, hereinafter called "Husband".

Explanatory Statement

The parties were married by a religious ceremony on June 1, 1980 in Carroll County, Maryland. Two children were born to them as a result of their marriage; namely, Shannon Marie, born March 4, 1981; and Brian Ray, born May 15, 1983. Said children are presently in the care and custody of the Wife.

On or before July 1, 1984, the parties mutually agreed voluntarily to separate and to live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage, and they have continued to do so.

The parties deem it in their best interest to enter into this Agreement to formalize their voluntary separation; to settle their respective property, personal and marital rights, the right of the parties to support, maintenance, and counsel fees; and all other matters growing out of their marital relation.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other and for their respective heirs, personal representatives, and assigns as follows:

1. The parties, having heretofore mutually agreed to separate and voluntarily live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage, and having done so since July 1, 1984, do hereby expressly agree to continue to do so. Neither of the parties shall interfere with nor molest the other, nor endeavor in any way to exercise any marital control or right over the

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+ M.K.

other, nor to have any marital relations with the other, nor to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony.

2. In consideration of the mutual agreement of the parties voluntarily to live separate and apart and the provisions contained herein for the respective benefit of the parties and other good and valuable consideration, each party releases and waives unto the other any claim or right to temporary or permanent alimony, support, or maintenance, whether past, present, or future.

3. Each of the parties transfers and assigns unto the other all of their respective right, title, and interest in and to such of the household furniture, equipment, ornaments, linens, china, silverware, and other household chattels which the parties now have in their respective possession. The parties agree that the aforementioned personalty shall not be considered "family use personal property" for any purpose.

4. Each party shall pay any outstanding bills incurred by him or her and each party shall hold harmless and indemnify the other against any and all liability in connection with such of said bills and debts as he or she is obligated to pay hereunder. From the date of this Agreement, neither party shall pledge the credit of the other nor incur any debt or obligation which may be chargeable to the other.

5. Except as otherwise expressly provided in this Agreement, Husband and Wife hereby waive, release, relinquish, and

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forego any and all rights, actions, causes of action, claims, debts, demands, and obligations which each may have against the other, including without limitation, those of any and every kind incident to the marital relation of the parties, to the property of the other, whether real, personal, or mixed, wheresoever situate, whether in possession or in expectancy, now owned or hereafter acquired, or in marital property either statutory or arising at common law, specifically including all claims, demands, and interest arising under Courts and Judicial Proceedings, Section 3-6A-01; et seq. as amended from time to time, whether said claims or rights arise by way of Husband's or Wife's dower, thirds, statutory estate, or in any other manner by statute or otherwise, under the laws of any state or country, now or in the future, including the right of either party to administer the estate of the other.

6. The parties have agreed that the children shall be in their joint custody and that all major decisions relative to the education, medical care, and general welfare of the children shall be jointly agreed upon by the parties. However, the children shall reside with the Husband, and the Wife shall have liberal and reasonable rights of visitation with the minor children of the parties for two days per week when she is not working at her regular employment. On such days, she shall have the children with her from 8 a.m. until 8 p.m. except those times when her two non-working days are consecutive, in which case the children shall remain with her overnight and shall be returned to the Husband at 8 p.m. on the second day. The parties further

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IMK agree that neither of them shall attempt to move the children's residence away from the metropolitan Baltimore area without the consent of the other or, in the absence of such consent, without a prior Order of a Maryland court of competent jurisdiction after notice to the other party and an opportunity by him or her to be heard. ~~The Wife shall assume responsibility for the general support of the children.~~ Each party shall support the children directly while the children are in the care and custody of that party; and Husband agrees to keep the children covered on his existing medical insurance for so long as the same is available to him through his employment. All major medical expenses not covered by Husband's medical insurance and all other major expenses of supporting the children shall be shared equally by the parties.

7. With the approval of any court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be passed by said court. In the event the court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event, the parties, for themselves and their respective heirs, personal representatives, and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that regardless of whether said Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said Agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives, and assigns.

8. Each party waives the right to assert a claim which now

exists or may hereafter arise for divorce a vinculo matrimonii or a mensa et thoro for grounds other than voluntary separation or statutory living apart for the requisite period, it being expressly understood that neither party will rely on any such grounds other than voluntary separation or statutory living apart for the requisite period for the purpose of obtaining a divorce or for any other purpose whatsoever. Nothing contained herein shall prohibit or restrict either of the parties from obtaining a divorce on grounds of voluntary separation or statutory living apart for the requisite period.

9. Any cancellation, modification, or waiver of this Agreement or any of its provisions shall be made only upon the express agreement of the parties in writing and signed, sealed, and acknowledged by both of them. The failure of either party to insist upon strict performance of any provision of this Agreement shall not constitute a cancellation, modification, or waiver of the same.

10. This Agreement contains the entire agreement of Husband and Wife and there are between them no representations, warranties, agreements, covenants, or undertakings other than those expressly set forth.

11. The parties are presently residents of and domiciled in the State of Maryland, and this Agreement shall be construed in accordance with the laws of the State.

12. It is expressly understood and agreed by the parties that all promises set forth in this Agreement and any other writing which might be executed by either or both of the parties

BOOK 32 211

in fulfillment of the promises set forth in the aforementioned property rights or personal rights between Husband and Wife are not subject to any court modification.

WITNESS the hands and seals of the parties, the day and year first above written.

WITNESS:

Michael T. Kelly Donald Ray Kelly (SEAL)  
DONALD RAY KELLY  
Caren A. Clements Iva May Kelly (SEAL)  
IVA MAY KELLY

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 21st day of August, 1984, the above named DONALD RAY KELLY personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Linda M. Harkness  
Notary Public

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 15th day of August, 1984, the above named IVA MAY KELLY personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Caren A. Clements  
Notary Public



BOOK 32 212

SHARON H. MISS : IN THE  
Plaintiff : CIRCUIT COURT  
vs. : FOR  
GERALD L. MISS : CARROLL COUNTY  
Defendant : CASE NO. CV4532

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 5th day of October, 1987, that the Plaintiff, SHARON H. MISS, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, GERALD L. MISS; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

[Signature]  
JUDGE

RECEIVED IN  
CIRCUIT COURT  
CARROLL CO., MD  
Nov 5 4 21 PM '87  
LARRY W. SHIPLEY  
CLERK



BOOK 32-213

BRYAN BRENT BESSLING, SR. : IN THE  
Plaintiff : CIRCUIT COURT  
vs. : FOR  
PATRICIA LOUISE BESSLING : CARROLL COUNTY  
Defendant : CASE NO. CV4478

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 5<sup>th</sup> day of October, 1987, that the Plaintiff, BRYAN BRENT BESSLING, SR., be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, PATRICIA LOUISE BESSLING; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor child of the parties, namely, BRYAN BRENT BESSLING, JR. (born August 9, 1977) be and the same is hereby awarded to the Plaintiff with the right on the part of the Defendant to visit said child at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

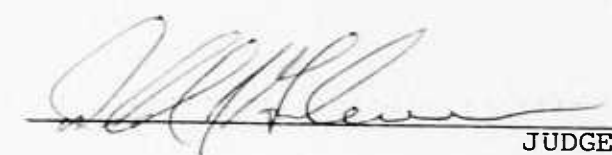
IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated February 4, 1987 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

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Filed Nov-5-1987

BOOK 32-214

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

  
JUDGE

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENTAGREEMENT BY AND BETWEENBRYAN BRENT BESSLING, SR. and PATRICIA LOUISE BESSLING

THIS AGREEMENT OF VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT made this 4th day of Feb., 1987, by and between BRYAN BRENT BESSLING, SR. hereinafter sometimes referred to as "husband" of the first part, and PATRICIA LOUISE BESSLING, hereinafter sometimes referred to as "wife" of the second part, both residents of the State of Maryland.

WHEREAS, the parties hereto are husband and wife, having been married on June 26, 1971 by a religious ceremony in Baltimore County, Maryland, and

WHEREAS, as a result of said marriage, one (1) child has been born unto the parties, namely; BRYAN BRENT BESSLING, JR., born August 9, 1977, and

WHEREAS, various and sundry differences have arisen between the parties as a result whereof they did mutually and voluntarily agree to live separate and apart on July 12, 1986, and have continued to live separate and apart since that date in separate places of abode, without cohabitation, with the purpose and intent of ending their marriage, and

WHEREAS, it is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of alimony, counsel fees, their respective rights on the property or estate of the other, and in property and all other matters of every kind and character arising from their marital relationship.

Plat # 1  
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NOW, THEREFORE, in consideration of the promises and mutual covenants of each of the parties, the parties covenant and agree as follows, all as of the effective date hereof:

I. ALIMONY WAIVER

Each party releases and waives unto the other any claim or right for a monetary award or judgment.

II. MONETARY AWARD WAIVER

Each party releases and waives unto the other any claim or right for a monetary award or judgment in accordance with the provisions of the Laws of Maryland.

III. PENSION PLAN

Each party releases and waives unto the other any claim, or right to the other's pension plan, retirement fund or similar such asset, and that he or she might otherwise be entitled to pursuant to Laws of Maryland.

IV. CUSTODY AND VISITATION OF CHILDREN

The parties acknowledge that the welfare and best interests of their child is the paramount consideration of each of them.

(a) The parties shall have joint custody of minor child, BRYAN BRENT BESSLING, JR. The Husband shall be the custodial parent.

(b) The Wife shall have liberal and reasonable visitation rights with the minor Child, consistent with his school schedule and personal schedule.



The said Husband agrees to waive child support from the Wife.

VI. FAMILY HOME

The parties hereto are the owners of a dwelling unit known as 4133 Doris Avenue, Baltimore, Maryland, as tenants by the entireties, and which property is subject to a mortgage. It is agreed between the parties that simultaneously with the signing of this Agreement, the Wife will transfer her interest in the marital home to the Husband. The Husband will hold the Wife harmless of any mortgage obligation. If and when Husband sells said marital home, proceeds of such a sale shall belong solely to the Husband.

VII. DEBTS

The joint debts have already been divided to the satisfaction of both parties.

VIII. COURT COSTS AND COUNSEL FEES

The said Husband and Wife do hereby agree that each shall be responsible for his or her own Counsel Fees, with respect to the negotiation and execution of this Agreement, each waiving any claim against the other for counsel fees. The parties will divide the Master's fee.

IX. PERSONAL PROPERTY

The personal property will be divided by agreement of the parties.

X. INCOME TAX RETURNS

The Husband and Wife agree to file joint Federal and State Income Tax Returns for the year of 1986. Any taxes due or refunds shall be split according to the percentage of income each party contributed to the gross income.

XI. MEDICAL AND HOSPITALIZATION INSURANCE

The Husband will continue to maintain health insurance for their minor Child and the Wife until a divorce; after which he will maintain health insurance for the minor Child only.

XII. PLEDGE OF CREDIT

The parties hereto agree that they have not pledged the credit of each other and shall not pledge the credit of each other from this date forward.

XIII. ARTICLES OF PERSONAL ADORNMENT

The parties hereto mutually covenant and agree that each shall have his/her sole and separate property each and every article of personal adornment, including but not limited to jewelry, clothing, cosmetics now in the possession of each.

XIV. GENERAL PROVISIONS

A. That the parties hereto shall at all times hereinafter live apart and separate from each other, at such places, as he or she may from time to time select.

B. Each party shall be free from interference, authority and control, direct or indirect, by the other as fully as if he or she were single or unmarried.

C. Neither shall molest the other, or compel the other to cohabit or dwell with him or her.

D. Subject to the provisions of this Agreement, each party has released and discharged and by this Agreement does for himself or herself, his or her heirs, personal representatives and assigns release and discharge the other of and from all causes of action, claims, rights or demands whatsoever which either of the parties may have against the other, including those provided in the Laws of Maryland, Subtitle 6A Courts and Judicial Proceedings.

E. It is agreed that the terms and provisions of this Agreement shall be incorporated and ratified by reference hereto in any judgment to be passed in any future divorce proceeding filed between the parties hereto.

F. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

XV. RIGHT TO COUNSEL

The parties hereto have been advised that they should choose their own counsel and they have availed themselves of that right. The Wife has been specifically advised and hereby acknowledges the same that she should be represented by counsel and that her execution of this agreement done on advice of counsel. The Wife further acknowledges that this Agreement prepared by the Husband's counsel pursuant to the understanding between the parties hereto is agreed by and between her Husband

and herself. Her execution is done freely and without coercion and there have been no threats, promises or inducements, and despite efforts by the Husband's counsel acknowledged hereto to impress upon the Wife her right and need of an attorney. The parties acknowledge each is thoroughly familiar with the means, assets, resources, and net worth of the other and that each has made a complete disclosure to the other of these items, and that both parties are satisfied and do hereby acknowledge that the disclosure has been complete. Both parties have been advised that this Agreement is drawn in accordance with the provisions of the Laws of Maryland.

*Brent H. Woll*  
WITNESS

*Bryan Brent Bessling, Sr.*  
BRYAN BRENT BESSLING, SR.

*Patricia Louise Bessling*  
WITNESS

*Patricia Louise Bessling*  
PATRICIA LOUISE BESSLING

STATE OF MARYLAND, County of Bz Ho,  
to wit:

I HEREBY CERTIFY, that on this 4th day of Feb., 1987, before me, the Subscriber, a Notary Public, in and for the State aforesaid, personally appeared BRYAN BRENT BESSLING, SR. known to me or satisfactorily proven to be one of the parties in the foregoing Agreement and with reference to the mutual and voluntary separation thereof made oath in due form of law that the



BOOK 32 221

facts pertaining to the voluntary separation are true and he further acknowledged the execution of the agreement to be his act and deed.

AS WITNESS MY HAND AND NOTARIAL SEAL.

*Robert H. Hoff*  
NOTARY PUBLIC

My Commission Expires:

*July 1990*

STATE OF MARYLAND, County of Baltimore,  
to wit:

I HEREBY CERTIFY, that on this 4th day of February, 1987, before me, the Subscriber, a Notary Public, in and for the State aforesaid, personally appeared PATRICIA LOUISE BESSLING, known to me or satisfactorily proven to be one of the parties in the foregoing Agreement and with reference to the mutual and voluntary separation thereof made oath in due form of law that the facts pertaining to the voluntary separation are true and she further acknowledged the execution of the agreement to be her act and deed.

AS WITNESS MY HAND AND NOTARIAL SEAL.

*Robert H. Hoff*  
NOTARY PUBLIC

My Commission Expires:

*July 1990*

BOOK 32 222

JEANNE FAYE LINDLEY : IN THE  
Plaintiff : CIRCUIT COURT  
vs. : FOR  
DAVID ALLEN LINDLEY : CARROLL COUNTY  
Defendant : CASE NO. CV4087

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 5th day of October, 1987, that the Plaintiff, JEANNE FAYE LINDLEY, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, DAVID ALLEN LINDLEY; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor child of the parties, TRACEY FAYE LINDLEY (born March 16, 1979) be and the same is hereby awarded to the Plaintiff with the right on the part of the Defendant to visit said child at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant be and he is hereby charged generally with the support of said minor child; and

IT IS FURTHER ORDERED, that the Defendant pay the costs of this proceeding including the Master's fee in the amount of Seventy-Two Dollars (\$72.00).

*William H. Hoff*  
JUDGE

*Filed Nov. 5, 1987*

BOOK 32-223

SHELIA ANN HELMSTETTER : IN THE  
Plaintiff : CIRCUIT COURT  
vs. : FOR  
TERRY LEE HELMSTETTER, SR. : CARROLL COUNTY  
Defendant : CASE NO. CV4462

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 5<sup>th</sup> day of November, 1987, that the Plaintiff, SHELIA ANN HELMSTETTER, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, TERRY LEE HELMSTETTER, SR.; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely, TERRY LEE HELMSTETTER, JR. (born March 2, 1970), STEVEN ANTHONY HELMSTETTER (born May 6, 1972) and SHERRI LYNN HELMSTETTER (born April 24, 1974) be and the same is hereby declared to be joint with each party being charged generally with their support; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated December 19, 1986 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff be and she is hereby authorized to resume the use of her maiden name, namely, SHELIA ANN WHEELER; and

*Filed Nov. 5, 1987*

BOOK 32-224

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

  
JUDGE



VOLUNTARY SEPARATION AND  
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 19th day of December, 1986 by and between SHELIA ANN HELMSTETTER ("Wife") and TERRY LEE HELMSTETTER, SR. ("Husband").

EXPLANATORY STATEMENT

The parties were married by a civil ceremony on August 4, 1969, in Ellicott City, Maryland. Three (3) children were born to them as a result of their marriage, namely, TERRY LEE HELMSTETTER, JR., born March 2, 1970, STEVEN ANTHONY HELMSTETTER, born May 6, 1972, and SHERRI LYNN HELMSTETTER, born April 20, 1974, hereinafter referred to as "Child" or "Children". Differences have arisen between the parties and they are now and have been since July 9, 1986 living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their children, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of each other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

*Ph# 10/20/87*

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. RELINQUISHMENT OF MARITAL RIGHTS

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

2. RIGHTS INCIDENT TO MARITAL RELATIONSHIP  
AND RIGHTS AS SURVIVING SPOUSE

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his property as if he

were unmarried. Except as otherwise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marital relationship now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under the Marital Property Act, Md. Family Law Code Ann., Sections 8-201 through 8-213, as from time to time amended, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property both real and personal, then owned by him shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

### 3. CUSTODY AND VISITATION

Husband and Wife shall have the joint guardianship, care and custody of the minor children of the parties. The children's primary residence shall be with Husband. Wife shall have the children in her care every other weekend from Friday at 6:00 p.m. until Sunday at 6:00 p.m. Holidays shall be shared equally between the parties. The following days shall be deemed holidays: Memorial Day, July 4th, Labor Day,

Thanksgiving Day, Easter Day, Christmas Eve, and Christmas Day. Each party shall be entitled to the care of the children on alternate holidays, said arrangement to be reversed every year, so that each of the parties shall assume the care of the child on the same holiday once every two (2) years. In addition, Wife shall have the care of the children for two (2) consecutive or non-consecutive weeks during the children's summer school recess. Wife shall notify Husband, in writing, at least thirty (30) days in advance of the week(s) she intends to have the children with her during the children's summer school recess. Wife shall pick up and return the children to Husband's residence relative to each of the aforesaid visitations with the children and shall give Husband at least twenty-four (24) hours notice of any time she will be unable to take the child for any of the above visitation dates.

If Wife plans to have the children with her overnight at a place other than her place of residence, she shall notify Husband twenty-four (24) hours in advance and supply him with the address and telephone number where the children can be reached.

### 4. CHILD SUPPORT

Husband and Wife acknowledge that they are jointly chargeable with the support, care, welfare and education of their minor children. However, the parties agree that at present Wife is unable to contribute toward the support of the children and, therefore, she shall not be obligated to pay any



weekly child support to Husband at this time. Wife agrees that for each calendar year she shall execute a written declaration on a form to be provided by the Internal Revenue Service, or conforming to the substance of such form, stating that she will not claim the children as dependents for that calendar year. Wife shall give such executed declaration to Husband upon his request, on or after January 1, each year for the calendar year just ended, to enable Husband to attach it to his income tax returns.

#### 5. MEDICAL INSURANCE FOR THE BENEFIT OF CHILDREN

None Wife shall continue in full force and effect, for the benefit of the children, her present medical insurance, which she carries through her employer. Her obligation to provide insurance coverage under this paragraph shall cease and terminate upon the first to occur of any of the following events: (1) the death of the child or Wife, (2) the marriage of the child, (3) the child's becoming self-supporting, (4) the child's arrival at the age of 18 years, or (5) Wife no longer being employed by her employer.

#### 6. WAIVER OF ALIMONY

It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life from any and all claims and demands, past, present and future, for alimony

and support, both pendente lite and permanent; and Husband releases and discharges Wife, absolutely and forever, for the rest of his life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

#### 7. MEDICAL INSURANCE FOR THE BENEFIT OF HUSBAND

Wife shall continue in full force and effect, for the benefit of Husband, her present medical insurance which she carries through her employer, until such time as either party is granted an absolute divorce.

#### 8. PERSONAL PROPERTY

Prior to the execution of this Agreement, the parties divided up their personal property. The parties agree that all tangible personal property and household chattels presently located at Wife's residence shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband, and all tangible personal property and household chattels presently located at Husband's residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife. Each party shall retain, as his or her sole and separate property, any savings or checking accounts, certificates of deposit, money market funds, pensions, profit-sharing plans, individual retirement accounts, deferred compensation of any kind, and any other assets of any kind or nature (except for automobiles) in his or her own name, free and clear of any interest of the other.

## 9. AUTOMOBILES

The 1975 Pontiac Firebird presently titled in Wife's name shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband. The 1979 Chevrolet Monte Carlo presently titled in Husband's name shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife. The 1974 Toyota Corolla presently titled in Wife's name shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife and Wife shall execute all necessary documents to effectuate transfer of title to Husband and to avoid the payment of any taxes to the extent permitted by law.

## 10. MARITAL HOME

The parties own, as tenants by the entireties, improved premises in Carroll County, Maryland, known as 11 South Farquhar Street, Union Bridge, Maryland 21791 (the "Home"). The Home is subject to the lien of a mortgage. If both agree to do so, the parties agree to list the Home for sale with a real estate broker to be selected by agreement of the parties, or their counsel, within thirty (30) days of the eighteenth birthday of the youngest child of the parties. The parties may accept any offer, at that time, for the purchase of the Home only by agreement between them. Husband may continue to occupy the Home until the closing, and shall be responsible for all expenses thereof, including but not limited to mortgage payments, water and utility bills, real property taxes, telephone bills, insurance premiums on the Home and contents, the cost of pest control, major and minor repairs, without contribution from the Wife. Upon the sale of the Home, the net proceeds of sale shall be divided equally between the parties, without contribution to either party for payments made after the separation of the parties. The net proceeds of sale shall mean such sum as remains after deducting from the gross sales price (a) any broker's commissions and/or

*Y.H. SAM*  
It is agreed, however, that nothing in this paragraph shall require Husband to agree to the sale of the Home. The parties intend that Wife shall receive payment for her interest in the Home only in the event Husband does ultimately agree to its sale. It is further agreed that Husband shall have the exclusive use and possession of the Home until

*Y.H. SAM*  
time on the Home is sold. In addition, Wife agrees to convey to Husband all of her right, title and interest in and to the Home at such time as the youngest child attains the age of 18 years. At that time, she shall execute any deed or other documents which may be reasonably necessary for the conveyance of said right, title and interest. Wife shall receive no payment at that time. However, at any time (before or after the conveyance of title to Husband) Husband shall agree to the sale of the Home, Wife shall be entitled to one-half (1/2) of the net proceeds of sale as hereinafter defined.



attorney's fees incurred in connection with the sale, (b) all expenses of the sale and closing costs, and (c) the principal, accrued interest and any prepayment penalty due on the mortgage.

#### 11. DEBTS

Wife shall assume all responsibility for the record club account which she utilizes and which is in Husband's name. Except as otherwise expressly provided in this Agreement, each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefor. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

#### 12. MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights, or demands, whatsoever in law and equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is liable, and each party covenants and agrees to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her.

#### 13. RESERVATION OF GROUNDS FOR DIVORCE

Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

#### 14. COUNSEL FEES, COURT COSTS

Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present or future. If a divorce proceeding is brought by either party against the other, the parties shall divide all court costs thereof, including any Master's fee, equally between them.

#### 15. RECONCILIATION OF PARTIES

No continuation, reconciliation or resumption of the marital relationship shall operate to void this Agreement. It is the mutual intent of the parties that the provisions of this Agreement or settlement of property rights shall nevertheless continue in full force and effect without abatement of any terms or provisions thereof except as otherwise provided by written agreement duly executed by each of the parties after the date of the reconciliation.

#### 16. MISCELLANEOUS

A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

B. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Md. Family Law Code Ann., Sections 8-201 through 8-213, as from time to time amended, including, but not limited to any claim to use

and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

C. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce, but not merged therein. It is further agreed that regardless of whether this Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree but said Agreement and all of the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

D. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Husband and Wife acknowledge that this Agreement is a fair and reasonable agreement, and that it is not the result of any fraud, duress, or undue influence exercised by either party upon the other, or by any person or persons upon either party.

E. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

F. This Agreement contains the entire understanding between the parties. No modifications or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.

G. No provision of this Agreement shall be interpreted for or against any party hereto by reason that said party or his or her legal representative drafted all or any part hereof.

H. Should any provision of this Agreement be found, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other State of the United States, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors and assigns.

I. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives, and assigns.

IN WITNESS WHEREOF, the said parties hereby have hereunder set their hands and seals the day and year first above written.

WITNESS:

*[Signature]*  
SHELIA ANN HELMSTETTER (SEAL)  
*[Signature]*  
TERRY LEE HELMSTETTER, SR. (SEAL)

STATE OF MARYLAND: COUNTY OF Carroll: TO WIT:

I HEREBY CERTIFY that on this 20th day of November, 1986, the above-named SHELIA ANN HELMSTETTER personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS, my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: 7/1/90

STATE OF MARYLAND: COUNTY OF Carroll: TO WIT:

I HEREBY CERTIFY that on this 14th day of December, 1986, the above-named TERRY LEE HELMSTETTER, SR. personally appeared before me and made



BOOK 32 237

Oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS, my hand and Notarial Seal.

*Judith A. Gist*  
NOTARY PUBLIC

My Commission Expires: *7/1/90*



BOOK 32 236

BONNIE MAY LANG : IN THE  
Plaintiff : CIRCUIT COURT  
vs. : FOR  
DONALD E. LANG : CARROLL COUNTY  
Defendant : CASE NO. CV4393

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this *5th* day of *November*, 1987, that the Plaintiff, BONNIE MAY LANG, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, DONALD E. LANG; and

IT IS FURTHER ORDERED, that the Separation Agreement between the parties dated August 15, 1986 and filed in this case be and the same is hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

*[Signature]*  
JUDGE

RECEIVED IN  
CIRCUIT COURT  
CARROLL CO., MD.  
NOV 6 1 31 PM '87  
*[Signature]*  
LARRY W. SHIPLEY  
CLERK

BOOK 32 239

VOLUNTARY SEPARATION AND  
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made this 15 day of August, 1986, by and between BONNIE MAY LANG of Hampstead, Carroll County, Maryland, hereinafter referred to as "Wife", and DONALD E. LANG of Hampstead, Carroll County, Maryland hereinafter referred to as "Husband".

The parties hereto were married by a religious ceremony on January 10, 1981 in Baltimore County, Maryland. There were no children born to the parties during their marital union.

Irreconcilable differences have arisen between the parties and for causes arising prior to this Agreement, the parties are not now and have not been for some time past living together as man and wife. They have reached a verbal agreement settling their respective property rights and the matters of alimony and all other matters growing out of the marriage relationship, and without waiving any ground for divorce which either party may now or hereafter have against the other, they do hereby enter into this written Agreement to formalize their understanding and contract, one with the other.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns, as follows:

ITEM ONE: The parties hereto did voluntarily and mutually separate on May 30, 1986 with the intent and purpose of ending the

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BOOK 32 240

marriage, and they do hereby acknowledge that they have continued to live separate and apart voluntarily and intend to do so, without cohabitation and in separate abodes, with the intent and purpose of ending the marriage relationship, and there is no reasonable hope or expectation of reconciliation.

The parties further agree that neither shall interfere with or molest the other or endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her respective way as fully and to the same extent as though he or she had never been joined in marriage so far as the law allows. Each party understands that until they shall have been divorced absolutely, either party may be subject to allegations of adultery.

ITEM TWO: In consideration of the premises and covenants herein by the Husband and all other considerations in the Agreement, the Wife agrees to and hereby does finally, irrevocably and permanently waive any and all present or future claim to alimony, alimony pendente lite, and support and maintenance for herself of any kind or nature whatsoever to which she may now or hereafter be entitled.

In consideration of the premises and covenants herein by the Wife and all other considerations in the Agreement, the Husband agrees to and hereby does finally, irrevocably and permanently waive any and all present or future claim to alimony, alimony pendente lite, and support and maintenance for himself of any kind or nature



whatsoever to which he may now or hereafter be entitled.

ITEM THREE: The parties agree that each shall be responsible for paying his or her own attorney's fees for this Agreement and for any divorce action which may in the future be instituted.

ITEM FOUR: Neither party waives nor condones any cause for divorce which each may have against the other in this State or any other State; and in case of a reconciliation or divorce, the provisions of the Agreement as to the property rights of each shall not be affected, except as herein provided, unless a new Agreement is entered into in writing, mutually revoking and rescinding this Agreement and entering into a new Agreement.

ITEM FIVE: Husband and Wife covenant and agree with the other that they will not at any time contract and have not since the date of separation contracted in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit; and they further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs, and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and

expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

ITEM SIX: Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including but not limited to any claim arising under Maryland Annotated Code, Family Law Article, Sections 8-201 through 8-213, any amendments thereto, and any claim against his or her property by virtue of any future change of any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of

which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

ITEM SEVEN: No representation, warranties, assurances or promises have been made by either party as an inducement to enter into this Agreement other than those herein set forth, and this Agreement contains all of the terms and conditions of the contract between the parties. There can be no modification of this Agreement, no waiver of any provision thereof, rights hereunder, or conditions herein, or release from any obligations imposed hereby, except by written instrument, duly executed, or as otherwise herein provided.

ITEM EIGHT: With the approval of any Court of competent jurisdiction in which any divorce proceedings may be instituted, now or at any time in the future, this Agreement shall be incorporated in any Decree of Divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement or any provisions thereof in said Decree, then in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will, nevertheless,

abide by and carry out all of the provisions hereof.

ITEM NINE: The parties hereto specifically agree that the provisions of this Agreement are not subject to any Court modification.

ITEM TEN: The parties have divided all items of personalty jointly or solely owned by them, and they are satisfied with said division. All items of personalty now in the possession of Husband or Wife shall be the sole property of the possessor free from any and all claim of the other with respect thereto.

The parties agree that Wife shall have as her sole property the Toyota automobile. The parties agree that Wife shall have as her sole property the Rainbow Vacuum Cleaner and she shall be solely responsible for any indebtedness connected thereto. The parties agree that each will be responsible for \$250.00 of the \$500.00 bill due to Arthur Abbott, plumber. The parties agree that Husband shall have as his sole property the 1974 Grady White Boat and he shall be responsible for any indebtedness connected thereto. The parties agree that Husband shall have as his sole property the Chevrolet truck. Husband agrees to pay unto Wife the sum of \$25.00 weekly until the sum of \$2,155.36 is paid; said payment representing reimbursement by Husband to wife of monies now due by Wife to Point Breeze Credit Union as of June 30, 1986, in Account 82719-0.

ITEM ELEVEN: The parties have divided all articles of personal clothing and adornment to their mutual satisfaction.

ITEM TWELVE: The parties hereto declare that they fully



BOOK 32 245

understand all of the terms and provisions of the Agreement; that each has been advised of his respective legal rights and liabilities; and that each signs this Agreement freely and voluntarily, acting under the advice of independent counsel or having been advised of his or her right to seek the advice of independent counsel with respect thereto, and intending thereby that this Agreement shall benefit and be binding upon the parties hereto and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and any persons claiming by or through them or any of them.

AS WITNESS the hands and seals of the parties hereto the day and year first above written.

Maynard Litz Bonnie M. Lang (SEAL)  
Ralph L. Chesax Donald E. Lang (SEAL)  
 BONNIE M. LANG  
 DONALD E. LANG

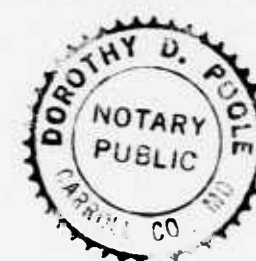
STATE OF MARYLAND, CARROLL COUNTY, to wit:

On this 15<sup>th</sup> day of August, 1986, before me, a Notary Public in and for the State and County aforesaid, personally appeared BONNIE M. LANG, personally known or made known to me to be the Wife who executed the foregoing instrument, and made oath under the penalties of perjury that the facts and statements contained in this document are true and that she acknowledged to me that she freely and voluntarily executed the same for the purposes

BOOK 32 246

named therein.

WITNESS my hand and seal.



Dorothy D. Poole  
 Notary Public

My Commission Expires: 7/1/90

STATE OF MARYLAND, CARROLL COUNTY, to wit:

On this 12<sup>th</sup> day of August, 1986, before me, a Notary Public in and for the State and County aforesaid, personally appeared DONALD E. LANG, personally known or made known to me to be the Husband who executed the foregoing instrument, and made oath under the penalties of perjury that the facts and statements contained in this document are true and that he acknowledged to me that he freely and voluntarily executed the same for the purposes named therein.

WITNESS my hand and seal.



Ralph L. Chesax  
 Notary Public

My Commission Expires: 7-1-90

MONICA EUGENIA BRATCHER	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
CARLOS WILLIAM BRATCHER, SR.	*	CARROLL COUNTY
Defendant	*	Case No. CV2913

\* \* \* \* \*

ORDER

THIS cause standing ready for hearing and being presented by the parties, the proceedings have been read and considered by this Court.

WHEREUPON, IT IS ORDERED, this 5<sup>th</sup> day of March, 1987, by the Circuit Court for Carroll County, that the Plaintiff, MONICA E. BRATCHER, be, and hereby is, granted an Absolute Divorce from the Defendant, CARLOS W. BRATCHER, SR.; and it is further

ORDERED that Carlos W. Bratcher, Sr. be, and hereby is, given the permanent care and custody of the minor child of the parties, Carlos W. Bratcher, Jr., with reasonable visitation rights reserved for Monica E. Bratcher; and it is further

ORDERED that Monica E. Bratcher be charged with a general duty to contribute to the support of her minor child; and it is further

ORDERED that the Court shall reserve ruling on the issue of personal property which is presently stored in Wilmington, Delaware; and it is further

ORDERED that Monica E. Bratcher may reassume the use of her maiden surname of Costley; and it is further

ORDERED that the Defendant shall pay the costs of this proceeding.

  
JUDGE



BOOK 32-249

THOMAS MORTON GOSNELL : IN THE  
Plaintiff : CIRCUIT COURT  
vs. : FOR  
CAROL ANN GOSNELL : CARROLL COUNTY  
Defendant : CASE NO. CV4401

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 5<sup>th</sup> day of November, 1987, that the Plaintiff, THOMAS MORTON GOSNELL, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, CAROL ANN GOSNELL; and

IT IS FURTHER ORDERED, that the Defendant be and she is hereby authorized to resume the use of her maiden name, to wit, CAROL ANN BUTLER; and

IT IS FURTHER ORDERED, that the Plaintiff pay the cost of this proceeding.

  
JUDGE

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Filed Nov. 6, 1987

BOOK 32-250

ANTHONY PAUL BONOMO : In the  
Plaintiff and Counter-Defendant : Circuit Court  
vs. : for  
BETTY ANN BONOMO : Carroll County  
Defendant and Counter-Plaintiff : Case No. CV 4387

JUDGMENT OF LIMITED DIVORCE FOR AN INDEFINITE PERIOD

This cause standing ready for hearing and being submitted by the Counter-Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 10<sup>th</sup> day of ~~NOVEMBER~~,  
Nineteen Hundred and Eighty-seven, that the above-named Counter-Plaintiff, Betty Ann Bonomo, be and she is hereby granted a Limited Divorce for an Indefinite Period from the Counter-Defendant, Anthony Paul Bonomo; and

It is further ADJUDGED and ORDERED that the Counter-Plaintiff, Betty Ann Bonomo, and the Counter-Defendant, Anthony Paul Bonomo, be and they are hereby awarded joint custody of Anthony Christopher Scott Bonomo, the minor child of the parties hereto, with said child's primary residence being with Counter-Defendant, and with the right of visitation to Counter-Plaintiff every other week-end and every other major holiday as agreed upon by the parties, beginning Saturday, October 24, 1987; and

It is further ADJUDGED and ORDERED that the Counter-Defendant pay direct unto the Counter-Plaintiff alimony in the amount of \$125.00 per week, beginning the week of October 25, 1987, for the duration of this limited divorce; and

BOOK 32 PAGE 251

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Counter-Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if the Counter-Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Counter-Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Counter-Defendant pay the costs of these proceedings.

It is further ORDERED that the original Complaint for Limited Divorce filed in this cause, be and it is hereby dismissed.

  
Judge

BOOK 32 PAGE 252

ANTHONY PAUL BONOMO	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
BETTY ANN BONOMO	*	CARROLL COUNTY
Defendant	*	WESTMINSTER, MARYLAND
	*	CASE NO. CV 4387

\*\*\*\*\*

JUDGMENT

The above entitled cause having come on for hearing, testimony having been taken and considered, it is this 11th day of September, 1990, by the Circuit Court for Carroll County, ORDERED:

a. That Anthony Paul Bonomo, Plaintiff, be, and he is hereby granted an absolute divorce from Betty Ann Bonomo, Defendant.

b. That the Consent Order of this Court, dated August 20, 1990, be, and the same is hereby adopted and incorporated herein.

c. That costs herein are waived.

  
JUDGE

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LAWRENCE S. SHIPLEY  
CLERK



BOOK

32 253

ANTHONY PAUL BONOMO \* IN THE  
 Plaintiff \* CIRCUIT COURT  
 vs. \* FOR  
 BETTY ANN BONOMO \* CARROLL COUNTY  
 Defendant \* WESTMINSTER, MARYLAND  
 \* CASE NO. CV 4387

\*\*\*\*\*

CONSENT ORDER

Upon the consent of the parties as indicated by the signature of their respective counsel, it is this 20<sup>th</sup> day of August, 1990, by the Circuit Court for Carroll County, ORDERED:

1. That the arrearage of ANTHONY PAUL BONOMO, Plaintiff, under this Court's Order of November 10, 1987, be, and the same is hereby fixed at \$15,600.00, as of September 1, 1990.

2. That said arrearage shall be paid by ANTHONY PAUL BONOMO, Plaintiff, directly to BETTY ANN BONOMO, Defendant, at the rate of \$150.00 per month, commencing on September 10, 1990, and continuing each month thereafter until said arrearage is paid in full.

3. That ANTHONY PAUL BONOMO, Plaintiff, shall pay directly unto BETTY ANN BONOMO, Defendant, in the form of non-modifiable maintenance and support, for the term of four (4) years dating from September 10, 1990, the sum of \$150.00 per month, commencing on September 10, 1990.

*Filed August 20, 1990*

BOOK

32 254

- 2 -

4. That custody and guardianship of the minor child of the parties, ANTHONY CHRISTOPHER SCOTT BONOMO (12-4-73), shall be with the Plaintiff.

5. That BETTY ANN BONOMO, Defendant, shall be charged generally with the support of said minor child.

6. That CV7338 pending in this Court shall be dismissed by ANTHONY PAUL BONOMO, with prejudice.

7. That all Petitions for Contempt pending in this cause are dismissed.

8. That costs herein are waived.

*[Signature]*  
 JUDGE

Consented to:

*[Signature]*  
 Elwood E. Swam  
 Attorney for the Plaintiff  
 1326 Main Street, P. O. Box 176  
 Hampstead, Maryland 21074  
 239-8808

*[Signature]*  
 Walter D. Hess, III  
 Attorney for the Defendant  
 196 Pennsylvania Avenue  
 Westminster, Maryland 21157  
 848-1000

BOOK 32 255

BONNIE L. MURPHY \* IN THE  
Plaintiff/Counter \* CIRCUIT COURT  
Defendant \* FOR  
vs. \*  
PATRICK MICHAEL MURPHY, SR. \* CARROLL COUNTY  
Defendant/Counter \* Case No. CV 4414  
Plaintiff \*

\* \* \* \* \*

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff/Counter-Defendant, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this 12<sup>th</sup> day of NOVEMBER, Nineteen Hundred and Eight-Seven, the above named Plaintiff/Counter-Defendant, BONNIE L. MURPHY, be and she is hereby granted an Absolute Divorce from the Defendant/Counter-Plaintiff, PATRICK MICHAEL MURPHY, Sr.; and

It is further ORDERED that the matters of custody of the minor child and child support be and hereby reserved for future determination; and

It is further ORDERED that the costs of these proceedings are waived due to the Plaintiff's indigency.

  
JUDGE

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BOOK 32 256

SHARON MARJORIE JOHNSON : IN THE  
Plaintiff : CIRCUIT COURT  
vs. : FOR  
WAYNE HERBERT JOHNSON : CARROLL COUNTY  
Defendant : CASE NO. CV4538

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 12<sup>th</sup> day of November, 1987, that the Plaintiff, SHARON MARJORIE JOHNSON, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, WAYNE HERBERT JOHNSON; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely, WAYNE HERBERT JOHNSON, JR. (born September 3, 1974) and MELLISA ELIZABETH JOHNSON (born September 13, 1977) be and the same is hereby awarded to the Plaintiff with the right on the part of the Defendant to visit said children at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff, as child support, the sum of One Thousand Dollars (\$1,000.00) per month until the youngest of said children reaches the age of Eighteen (18) years, which payments are subject to the further Order of this Court and subject to the following provisions of law:



(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the issue of alimony be reserved for future determination by this Court; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated August 10, 1984 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Defendant pay the Court costs and the Master's fee.

Luke K. Burns, Jr. JUDGE

VOLUNTARY SEPARATION AND  
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 10<sup>th</sup> day of August 1984, by and between Sharon M. Johnson ("Wife") and Wayne H. Johnson ("Husband").

EXPLANATORY STATEMENT

The parties were married by a civil ceremony on December 23, 1972, in Howard County, Maryland. Two children were born to them as a result of their marriage, namely, Wayne Herbert Johnson Jr. born Sept. 3, 1974, and Milisa E. Johnson, born Jan. 13, 1977 hereinafter referred to as "Children" or "Child." Differences have arisen between the parties and they are, as of the date of this Agreement, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their Children, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entirety, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understanding of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

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WHL

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## 1. RELINQUISHMENT OF MARITAL RIGHTS

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

## 2. RIGHTS INCIDENT TO MARRIAGE RELATION AND RIGHTS AS SURVIVING SPOUSE

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his property as if he were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically

including all claims, demands and interests arising under the Marital Property Act, Md. Cts. & Jud. Proc. Code Ann. §3-6A-01 through 3-6A-07, as from time amended, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

## 3. CHILD CUSTODY AND VISITATION

Wife shall have the care and custody of the Children, with the right and privilege of Husband to visit and have the Children with him from Friday Evening through Sunday Evening of each week as well as other reasonable times as approved by Wife, providing Husband has given a minimum of forty-eight (48) hours notice of his request for visitation. The right to waive the forty eight (48) hour notice is at the discretion of Wife.

## 4. CHILD SUPPORT

Husband shall pay to Wife, for the support and maintenance of the Children the sum of Five Hundred (\$500.00) per month until such time as the youngest of the minor children reaches the age of eighteen (18) years.

Additionally, the Husband shall pay any and all costs incurred in providing "uniforms" and "school supplies" necessary for the education of said minor children.



Parties further agree that each shall have the authority of the other to claim one (1) child as dependant for income tax purposes. Husband shall claim Wayne Herbert Johnson, jr. and wife shall claim Milisa E. Johnson.

#### 5. MEDICAL AND DENTAL COVERAGE

The Husband shall be responsible in providing major medical health and dental insurance coverage for the children until they have reached their respective ages of nineteen (19) years and the Wife will be provided with such insurance coverage up until the time that the parties hereto are divorced a vinculo matrimonii.

Further, the Husband shall be responsible for all medical and dental bills not covered by insurance and incurred by the children of the parties prior to their reaching the age of nineteen (19) respectively.

#### 6. ALIMONY AND SUPPORT

Wife does not presently seek alimony from Husband. The parties agree, however, that if any decree of divorce a vinculo matrimonii may be passed by any court of competent jurisdiction, said court shall reserve jurisdiction to award alimony to Wife at a future time. It is the intention of the parties that such alimony shall be insufficient to provide for her needs.

#### 7. LIFE INSURANCE

Husband agrees to designate both children as beneficiaries to the Life Insurance Policies he now holds; the proceeds of

(4)

which shall be used for the support, maintenance, and education of the minor children, in the event of the Husband's death. The said proceeds shall be administered by the Wife and, If Husband so desires, another party as trustee. Husband's obligation under this Paragraph shall terminate, with respect to each Child, on that date on which the Child reaches the age of Twenty-Two (22) if that child chooses to attend College, and on the date on which the Child reaches the age of nineteen (19), if higher education is not pursued.

To the extent that the Husband shall fail to comply with the provisions of the foregoing paragraph, his estate shall be charged with the obligations hereinabove assumed.

#### 8. CHECKING AND SAVINGS ACCOUNTS

The parties hereto agree to equally divide the balance of any and all checking and or savings accounts which are titled to them either jointly or individually within thirty (30) days of the execution of this Agreement. Each party warrants that he or she will cease use of any and all of the aforementioned accounts as of the date of this Agreement.

#### 9. PERSONAL PROPERTY

The parties have heretofore divided all articles of household furnishings, Automobiles, personal clothing and adornments as well as all personal accessories, to their mutual satisfaction. Henceforth, each of the parties shall own, have and enjoy, independent of any claim or right of the other party, all items or property of every kind, nature and description, wherever situate, which are now owned or held by him or her, with full power of disposal to either as fully and effectually in all re-

(5)

spects and for all purposes as if he or she were never married.

Both parties agree to execute all documents which may be necessary to carry out the terms of this agreement.

#### 10. MARITAL HOME

The parties own, as tenants by the entireties, improved premises in Carroll County, State of Maryland, known as 832 Muller Road, Westminster, Maryland 21157 (the "Home"). The Home is subject to the lien of a mortgage.

Husband agrees to convey to Wife all of his right, title and interest in and to the Home, and shall execute any deed, deed of trust, assignment, or other documents which may be reasonably necessary for the conveyance of such right, title and interest, within thirty (30) days of the execution of this agreement.

Husband shall be solely responsible to pay all expenses of the Home, including but not limited to Mortgage, water and utility bills, real property taxes, telephone bills, insurance premiums on the Home and contents and the cost of pest control as well as necessary repairs. Husband further agrees, to continue payment of the aforementioned expenses until the later of: 1. one (1) year from the date of this Agreement; or, 2. until such time as the Wife has become gainfully employed on a full-time basis.

At such time as one of the aforementioned contingencies have been met the Wife agrees to assume all expenses incurred in supporting the Home.

#### 11. DEBTS

Each party shall assume all responsibility for the debts contracted by himself or herself up to the date of this Agreement and each shall hold the other harmless from any and all liability

therefore.

From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to contract any debts or obligations in the name, or on behalf of the other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other from any such debts or obligations.

#### 12. INCOME TAX RETURNS

The parties shall file joint Federal and State Income Tax Returns for the year ending December 31, 1984. Husband agrees to pay any and all liability resulting from any outstanding tax which may be due and payable.

In the event that a Tax Refund is due the parties in the Tax year ending December 31, 1984, the parties hereto agree that any such Refund or Refunds shall be divided equally between them.

#### 13. COLLEGE EDUCATION OF CHILDREN

Husband shall contribute to the College Education of each Child who attends College, for a maximum of four (4) consecutive years of undergraduate education for each Child. The amount which the Husband shall be obligated to pay for each Child for each year of College shall be limited to the actual costs of tuition, fees, and books which are not covered by scholarship funds.

The above provision is only applicable in the event that each Child wishing to attend College has demonstrated the ability and effort necessary to achieve academic success during



his or her High School years. Such ability and effort shall be judged by the agreement of the parties herein.

Additionally, in the event that one or both of the children herein, enters College and fails to keep a quality, passing, grade-point average, Husband shall be discharged from his obligation herein, providing both parties agree that said Child is not satisfactorily in regard to the requirements aforementioned.

#### 14. COUNSEL FEES AND COURT COSTS

Husband agrees to pay all Counsel Fees incurred in the preparation of this Agreement and any additional Counsel Fees incurred in effecting the terms of this agreement on behalf of the wife as well as any Counsel Fee and Court Costs resulting from the granting of any final Decree of Divorce.

#### MISCELLANEOUS PROVISIONS

15. Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

16. Each party hereby waives and releases unto the other all rights of dower, curtesy, <sup>s</sup>decency, inheritance, distribution and all other rights or claims growing out of the said marriage between them and each shall be forever barred from any and all rights in the estate of the other, whether real, personal, or mixed and whether now owned or hereafter acquired, and each will upon request of the other, execute good and sufficient release of dower or curtesy to the other spouse, his or her personal representatives, heirs or assigns, unless otherwise provided herein.

17. Each party shall at any time and from time to time hereafter, execute, acknowledge and deliver to the other party any and all instruments and assurances that the other person may occasionally require for purposes of giving full force and effect to the provisions of this Agreement.

18. No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

19. This Agreement contains the entire understanding of the parties hereto. There are no representations, warranties, promises, covenants or undertakings other than those expressly set forth herein.

20. The parties hereto further agree that all covenants, stipulations, promises, agreements and provisions of this Agreement shall apply to, bind and be obligatory upon the parties herein, their personal representatives, successors, heirs, and or assigns, or any of them whether or not so expressed.

21. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of Absolute divorce which may be passed by

said Court. In the event that the Court shall bail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves, their heirs, assigns and personal representatives, agree that they will nevertheless abide by and carry out all of the provisions herein.

22. Each and every paragraph of this Agreement and each portion thereof, shall be considered to be severable from each and every other such paragraph or portion thereof, and; if, any part of this Agreement shall be adjudicated to be invalid, null or void, such adjudicated portion shall in no way affect the validity or enforceability of any other paragraph or portion thereof in this Agreement.

23. Each party hereto declares that he or she has read the foregoing Separation and Property Settlement Agreement, and that he or she understands his or her right to independant legal advice by the counsel of his or her selection, that each fully understand his or her rights and liabilities, and believes this Agreement to be fair, just and reasonable; and that in consideration of the Wife being represented by Stephen P. Bourexis and Husband having been advised of his right to Counsel and having voluntarily waived such right, the parties each sign this Agreement freely and voluntarily, absent of duress or pressure of the other.

Husband further acknowledges that he is aware that wife is being represented by the Law Offices of Stephen P. Bourexis and that said Law Office represents only the Wife and that he is entitled to seek legal counsel of his choice.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Agreement the date first above written.

[Signature] [Signature] (SEAL)  
[Signature] [Signature] (SEAL)

STATE OF MARYLAND)

) TO WIT:

COUNTY OF Baltimore)

I HEREBY CERTIFY that on this 17th day of August 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Sharon M. Johnson, known to me or satisfactorily proven to be the person whose name is subscribed to the written instrument, who, after being sworn, made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct therein stated and acknowledged said Agreement to be her act.

WITNESS my hand seal the date last above mentioned.

[Signature]  
 NOTARY PUBLIC

My Commission expires: 7/1/86



BOOK 32 270

in addition, that the Counter Defendant have the right to visit with said children at the home of the Counter Plaintiff on alternate weekends, alternate holidays and birthdays, all of which remain subject to the further Order of this Court; and

IT IS FURTHER ORDERED, that the Counter Defendant is hereby charged generally with said minor children; and

IT IS FURTHER ORDERED, that the Counter Plaintiff pay the costs of this proceeding.

*Luke K. Burns, Jr.*  
JUDGE

BOOK 32 269

RUTH MYERS : IN THE  
Plaintiff : CIRCUIT COURT  
vs. : FOR  
WESLEY MYERS : CARROLL COUNTY  
Defendant : CASE NO. CV2387

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 12<sup>th</sup> day of November, 1987, that the Counter Plaintiff, WESLEY T. MYERS, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Counter Defendant, RUTH A. MYERS; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely, SUZANNE MARIE MYERS (born November 16, 1971) and AARON JASON MYERS (born November 23, 1975) be and the same is hereby awarded to the Counter Plaintiff with the right on the part of the Counter Defendant to visit said children at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court, and specifically, since the Counter Defendant has no transportation, that the Counter Plaintiff bring the children to the home of the Counter Defendant at 3210 Main Street, Manchester, Maryland on the first weekend of each month beginning at 7:00 o'clock PM on Friday and that he picks the children up on Sunday evening at 6:00 o'clock PM except that for the November weekend, the same will be held on November 20 through 22 and,

RUTH MYERS : IN THE  
 Plaintiff : CIRCUIT COURT  
 vs. : FOR  
 WESLEY MYERS : CARROLL COUNTY  
 Defendant : CASE NO. CV2387

AMENDED JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 14<sup>TH</sup> day of November, 1987, that the Counter Plaintiff, WESLEY T. MYERS, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Counter Defendant, RUTH A. MYERS; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely, SUZANNE MARIE MYERS (born November 16, 1971) and AARON JASON MYERS (born November 23, 1975) be and the same is hereby awarded to the Counter Plaintiff with the right on the part of the Counter Defendant to visit said children at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court, and specifically, since the Counter Defendant has no transportation, that the Counter Plaintiff bring the children to the home of the Counter Defendant at 3210 Main Street, Manchester, Maryland on the first weekend of each month beginning at 7:00 o'clock PM on Friday and that he picks the children up on Sunday evening at 6:00 o'clock PM except that for the November

weekend, the same will be held on November 20 through 22 and, in addition, that the Counter Defendant have the right to visit with said children at the home of the Counter Plaintiff on alternate weekends, alternate holidays and birthdays, all of which remain subject to the further Order of this Court; and

IT IS FURTHER ORDERED, that the Counter Defendant is hereby charged generally with the support of said minor children; and

IT IS FURTHER ORDERED, that the Counter Plaintiff pay the costs of this proceeding.

Ruth K. Burns JUDGE



BOOK 32 273

WILLIAM R. BRAUGHTON : IN THE  
Plaintiff : CIRCUIT COURT  
vs. : FOR  
GLORIA BRAUGHTON : CARROLL COUNTY  
Defendant : CASE NO. CV4264

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 16<sup>th</sup> day of November, 1987, that the Plaintiff, WILLIAM R. BRAUGHTON, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, GLORIA BRAUGHTON; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children, namely, KEVIN R. BRAUGHTON (born June 22, 1973) and JEFFREY W. BRAUGHTON (born August 23, 1977) be and the same is hereby declared to be joint; and

IT IS FURTHER ORDERED, that the Plaintiff pay unto the Defendant as child support the sum of Sixty Dollars (\$60.00) per week, per child, payable bi-weekly accounting from June 1, 1986; which payments are subject to the further review of this Court and to the following provisions of law:

(1) If the Plaintiff accumulates support payments arrears amounting to more than thirty (30) days of support, the Plaintiff shall be subject to earnings withholding;

(2) The Plaintiff is required to notify the Court

Filed Nov. 17, 1987

BOOK 32 274

within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Plaintiff to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Plaintiff not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the Plaintiff pay unto the Defendant as alimony the sum of Five Hundred Dollars (\$500.00) per month accounting from June 1, 1986 until the death of the Plaintiff, the death of the Defendant, the remarriage of the Defendant, the Defendant commences substantially full time co-residency or cohabitation with an unrelated male person or the date of December 31, 1988, whichever first occurs; and

IT IS FURTHER ORDERED, that the pertinent provisions of the Separation Agreement between the parties dated April 28, 1986 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

  
JUDGE

## MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 28 day of April, 1986, by and between GLORIA BRAUGHTON, hereinafter called "Wife", party of the first part, and WILLIAM R. BRAUGHTON, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on August 5, 1972, in Howard County, Maryland. Two (2) children were born to them as a result of the marriage, namely, Kevin R. Braughton (born June 22, 1973) and Jeffrey W. Braughton (born August 23, 1977).

These parties mutually agreed voluntarily to live separate and apart in separate places of abode without any cohabitation with the intention of terminating their marriage. Without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interest to enter into this Agreement to formalize said voluntary separation, to settle their respective property rights, the custody and support of their children, the right of the parties to support, maintenance and counsel fees and all other matters growing out of their marital relation.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns as follows:

1. Reservation of Grounds: Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

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2. Non-Interference: The parties have agreed voluntarily to live separate and apart in separate places of abode without any cohabitation with the intention of terminating their marriage. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony.

3. Alimony:

(a) Husband hereby waives and releases any and all claims to alimony or spousal support from Wife, past, present and future.

(b) Husband shall pay directly to Wife, as and for non-modifiable alimony or spousal support, the sum of Five Hundred Dollars (\$500.00) per month, from and beginning with June 1, 1986, and terminable upon the first to occur of any one of the following termination events: death of Husband, death of Wife, remarriage of Wife, Wife commences substantially full-time co-residency or cohabitation with an unrelated male person, or the date of December 31, 1988. These payments of alimony shall be taxable income to Wife and shall be an adjustment to the taxable income of Husband. Except as provided in this Paragraph, Wife hereby waives and releases any and all claims to alimony or spousal support from Husband, past, present and future.

4. Custody: These parties shall have the joint, shared and co-equal permanent, legal custody and guardianship of their minor and/or dependant children. These parties desire and intend to reasonably

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cooperate and communicate with each other regarding the welfare and best interests of said children. Both parties shall be entitled to fully participate in all non-emergency matters and decisions of substantial importance regarding the health, education and general welfare of said children. These parties acknowledge and agree that the welfare and best interests of said children is the paramount concern. Except as provided in Paragraph 5, below, said children shall reside primarily and generally with Wife. In the event that Wife intends to move her primary residence more than 30 miles from the residence known as 2076 Dennings Road, New Windsor, Maryland 21776, then she shall give written notice thereof to Husband more than 90 days prior to the date of her intended move. Both parties shall be entitled to reasonably unrestricted telephone privileges and communication with said children.

5. Visitation: Husband shall be entitled to visit with and to have said children with him at all reasonable times and places including, but not limited to, the following specified periods:

- (a) During three (3) weekends per month, from Friday evening until Sunday evening,
- (b) During at least one weekday afternoon and evening per week,
- (c) During two (2) full weeks in each summer,
- (d) During alternate major holidays,
- (e) During one-half (1/2) of the children's Christmas vacation from school,
- (f) During Father's Day and Husband's birthday, and
- (g) During or about the children's birthdays.

6. Child Support: Husband shall pay directly to Wife, as and for child support, the sum of Sixty Dollars (\$60.00) per week per child, payable biweekly in the amount of One Hundred Twenty Dollars (\$120.00) per child, from and beginning with June 1, 1986, and terminable upon the first to occur of any one of the following termination events as to each child: death of Husband, death of child, child reaches age 18, child marries, child becomes self-supporting, or child ceases to reside primarily and generally with Wife. Both parties acknowledge and understand that the amount of child support is always subject to review and modification by an appropriate court.

7. Health/Medical Insurance: Provided that it is available to him through a group plan by reason of his employment, Husband shall maintain the existing or comparable health/medical insurance coverage for the use and benefit of Wife until the date of any absolute divorce and for the use and benefit of said children until the first to occur of any one of the child support termination events described in Paragraph 6, above.

8. Non-insured Health/Medical Expenses of Children: Wife shall be solely and totally responsible for all routine medicine cabinet expenses incurred by or for said children. The parties shall be evenly and equally responsible for all non-insured health, medical, dental, eye-

care, hospital, therapy, etc. expenses incurred by or for said children, except that Husband shall be solely responsible for non-insured orthodontic expenses of said children.

9. 2076 Dennings Road:  
(a) These parties acknowledge and agree that they together own, subject to the liens of two (2) mortgages, the real property and residence known as 2076 Dennings Road, New Windsor, Maryland 21776.

(b) Husband shall move from said real property on or before May 31, 1986 and Wife shall be entitled to the sole and exclusive use, possession and occupancy thereof from and beginning with June 1, 1986. Husband shall be responsible to pay the regular, reasonable monthly installment payments regarding said real property, including mortgages, taxes, assessments, insurance, utilities, telephone, maintenance and repair, through the date of May 31, 1986.

(c) Husband shall transfer and convey to Wife by deed, prepared and recorded at Husband's expense, all of his right, title and interest in and to said real property. From and beginning with June 1, 1986, Wife shall assume sole and total responsibility to pay when due and to satisfy any and all costs, expenses, debts, charges, liens, etc. regarding said real property including, but not limited to, the mortgages, taxes, assessments, insurance, utilities, telephone, maintenance and repair, and she shall indemnify and hold Husband harmless therefor.

10. West Virginia Real Property:

(a) These parties acknowledge and agree that they together own, free from the lien of any mortgage, the real property, improved by a cabin, known as Section 10, Lot 8, Spring Gap Mountain, West Virginia.

(b) Wife shall transfer and convey to Husband by deed, prepared and recorded at Husband's expense, all of her right, title and interest in and to said real property. Wife hereby waives and releases any and all rights to use, possess and occupy said real property and the personal property in and about same. Husband hereby assumes sole and

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total responsibility to pay when due and to satisfy any and all bills, debts, costs, expenses, etc. regarding said real property and he shall indemnify and hold Wife harmless therefor.

11. Vehicles: Except as hereinafter provided, Wife hereby waives and releases any and all claims in and to the following vehicles: 1983 Ford Bronco, 1985 Oldsmobile and utility, hauling trailer. Wife shall execute upon presentation by Husband any and all Certificates of Title and gift certificate forms as may be reasonably necessary to transfer the title to any vehicles to Husband's individual name. Husband hereby assumes sole and total responsibility to pay when due and to satisfy any bills, debts, costs, expenses, etc. regarding said vehicles and he shall indemnify and hold Wife harmless therefor. Wife shall be entitled to continue to use and possess said 1983 Ford Bronco vehicle until Husband delivers to her the cash sum of described in Paragraph 12, below.

12. Cash Payment: These parties reasonably expect that Husband shall receive a bonus from his employer in May or June of 1986. Within one week after Husband receives said bonus, Husband shall pay and deliver to Wife the cash sum of which is one-half (1/2) of that net (after income tax withholding) bonus. Wife hereby waives and releases any and all claims to any other cash payments from Husband, except as provided elsewhere in this Agreement.

13. Bank Accounts: These parties acknowledge and agree that there presently exist no bank accounts owned by or titled in their joint names. Each party hereby waives and releases any and all claims in and to any and all bank accounts owned by or maintained for the other party.

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14. Personal Property: Husband shall be the sole and exclusive owner of and Wife hereby waives and releases any and all claims in and to those articles of personal property itemized on Schedule A, attached hereto. Husband shall be permitted to take and remove those articles itemized on Schedule A on or before May 31, 1986 or reasonably thereafter. Wife shall be the sole and exclusive owner of and Husband hereby waives and releases any and all claims in and to the balance of the articles of personal property located within and about 2076 Dennings Road, New Windsor, Maryland 21776 which are not itemized on Schedule A.

15. Bills and Debts: These parties acknowledge and agree that, except as otherwise described in this Agreement, there exist no bills or debts titled in the joint names of or owed jointly by these parties. Each party shall be solely and totally responsible to pay those bills, debts, charges, etc. incurred by him or her individually.

16. Income Tax Returns: Upon Husband's sole election, these parties shall file joint Federal and State Income Tax Returns for the 1986 calendar year. In the event of joint returns, any taxes owed or refunds received shall be divided pro rata based upon each party's personal adjusted gross income and taxes withheld or paid. In no event, however, shall Wife be required to pay any taxes above and beyond those which she would have been required to pay if she had filed a separate return. Husband shall be solely and exclusively entitled to claim the parties' children as and for the dependency exemptions in any year that the parties do not file joint returns and Wife shall execute such documents as may be reasonably necessary to effectuate this provision.

17. Attorneys' Fees: Each party hereby waives and releases any and all claims against the other party for contribution to attorneys' fees incurred, past, present and future.

18. Court Costs: The court costs and master's fees necessary to obtain an absolute divorce shall be paid by the party who initiates any action therefor.

19. Estate Waivers: Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

20. Representation by Counsel: Each of the parties has been advised of his/her right to be represented by counsel and has been advised to retain counsel; each fully understands the terms, conditions, and provisions of this Agreement, and believes it to be fair, just and adequate and reasonable as to each of them, and freely and voluntarily accepts such terms, conditions and provisions as are incorporated herein.

21. Full Disclosure: These parties hereby expressly covenant and agree that each of them has fully and completely disclosed and delivered to the other party all pertinent information and/or documents regarding the property and financial affairs of this marriage, such that this Agreement is based upon a full and complete knowledge of such information.

22. Situs: This Agreement is made and executed in the State of Maryland, and the validity, construction, meaning and effect thereof shall be governed and determined by the Laws of the State of Maryland.

In the event of any ambiguity in the construction or interpretation of this Agreement, this Agreement shall be deemed to have been drafted and/or prepared equally by both parties.

23. Binding Effect: This Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their heirs, executors, administrators, personal representatives and assigns.

24. Further Assurances: The parties for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in or execute any instruments and to do any other act or thing that may be necessary or proper to carry into effect any part of this Agreement, or to release any dower or other right in any property

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which either of said parties may now own or hereafter acquire, including the execution and delivery of such deeds and assurances as may be necessary to carry out the purpose of this Agreement.

25. Incorporation of Agreement: With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that regardless of whether said Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said Agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

26. Abrogation: It is specifically agreed that this Marital Settlement Agreement can only be cancelled or abrogated by the parties hereto freely and voluntarily entering into a written agreement under the seal to cancel and set aside the provisions of this Agreement, and it is specifically understood and agreed that any cohabitation between the parties, including, but not only a reconciliation and full resumption of living together as Husband and Wife shall not act to set aside or abrogate the provisions of this Agreement.

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& WILLIAMS,  
CHARTERED



27. Release: Except as provided by this Agreement, the parties hereto hereby waive, release and relinquish any and all rights each may have against the other or may hereinafter acquire with respect to support, maintenance, alimony, property, assets, personal property, family use personal property, marital property, real property, or any other type of property, and specifically including all rights which either may have under Section 8-201, et. seq., of the Family Law Article of the Annotated Code of Maryland. The parties further agree that the provisions and terms of this Agreement in respect to support, maintenance, property rights or personal rights between husband and wife are not subject to any modification by any Court such that said Agreement is not modifiable within the meaning of the statutory provisions of Section 8-103, of the Family Law Article of the Maryland Code, amended.

28. Mutual Releases: Except for the right (which each of the parties hereby respectfully reserves) to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties, for themselves and their respective personal representatives, heirs and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her personal representatives, heirs and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, or against his or her property whether arising out of the marriage or otherwise, including but not limited to, any claims arising under Maryland Code, Family Law Article, Section 8-201, et. seq., or any amendments thereto; any claim against the other or against his or her

LAW OFFICES  
NOLAN, PLUMHOFF  
& WILLIAMS,  
CHARTERED

property by virtue of any future change in the residence or domicile of either of the parties, or by virtue of any future change of any law of this or any other State or country subsequent to the execution of this Agreement concerning marital rights or property rights, whether said change results from legislative enactment or judicial pronouncement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

WITNESS:

Elizabeth M. D'Amico Gloria Braughton (SEAL)  
GLORIA BRAUGHTON

WITNESS:

Elizabeth M. D'Amico William R. Braughton (SEAL)  
WILLIAM R. BRAUGHTON

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 28 day of April, 1986, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County/City aforesaid, personally appeared GLORIA BRAUGHTON, the above-mentioned Wife, and she acknowledged the foregoing Agreement to be her free and voluntary act, and further made oath in due form of law that the facts concerning the nature of the separation recited herein are true and correct.

AS WITNESS my hand and Notarial Seal.

Elizabeth M. D'Amico  
NOTARY PUBLIC

My Commission expires: 7/1/86

LAW OFFICES  
NOLAN, PLUMHOFF  
& WILLIAMS,  
CHARTERED

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 28 day of April, 1986, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County/City aforesaid, personally appeared WILLIAM R. BRAUGHTON, the above-mentioned Husband, and he acknowledged the foregoing Agreement to be his free and voluntary act, and further made oath in due form of law that the facts concerning the nature of the separation recited herein are true and correct.

AS WITNESS my hand and Notarial Seal.

*Charlotte A. Dineen*  
NOTARY PUBLIC

My Commission expires: 7/1/86

Schedule A

Personal Property of Husband

1. All of Husband's clothing, personal effects, personal papers, etc.
2. From Family Room:
  - a. Sofa Bed
  - b. Husband's recliner
  - c. Chair
  - d. Gun cabinet
  - e. Four (4) guns
  - f. Deer head
  - g. Pheasant
  - h. Wall clock
3. From Basement
  - a. Exercise bike
  - b. Camping gear
  - c. Hunting and fishing gear
4. From Bedrooms:
  - a. Floor fan
5. From Shed or Outside:
  - a. All power and hand tools
  - b. Old, Toro lawnmower



BOOK 32-289

ENEIDA LUZ RIVERA : IN THE  
Plaintiff : CIRCUIT COURT  
vs. : FOR  
GEORGE LUIS CRUZ : CARROLL COUNTY  
Defendant : CASE NO. CV 3920

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 16<sup>th</sup> day of *November*, 1987, that the Plaintiff, ENEIDA LUZ RIVERA, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, GEORGE LUIS CRUZ; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, GEORGE L. CRUZ, JR. (born July 14, 1977) and GELITZA CRUZ (born January 20, 1979) and KENNETH CRUZ (born February 21, 1982) be and the same is hereby awarded to the Plaintiff, subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant be charged generally with the support and maintenance of said minor children, subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

*Filed Nov. 17, 1987*

BOOK 32-290

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that any open costs in this matter be and they are hereby waived.

  
JUDGE

BOOK

32-231

MELISSA ANN BARRICK \* IN THE  
 Plaintiff \* CIRCUIT COURT  
 vs. \* FOR  
 MATTHEW DAVID BARRICK \* CARROLL COUNTY  
 Defendant \* Case No. CV 4096

\* \* \* \* \*

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 13<sup>th</sup> day of November, 1987 that the above-named Plaintiff, MELISSA ANN BARRICK, be and she is hereby granted an Absolute Divorce from the Defendant, MATTHEW DAVID BARRICK; and

It is further ADJUDGED and ORDERED that the Plaintiff, Melissa Ann Barrick, be and she is hereby awarded the guardianship and custody of Matthew David Barrick, II, born July 24, 1983 and Mark Adam Barrick, born July 12, 1985, the minor children of the parties hereto, with the right unto the Defendant, MATTHEW DAVID BARRICK, to visit with said minor children at reasonable times and under proper circumstances, all subject; however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Defendant pay to the Plaintiff the sum of Fifty Dollars (\$50.00) per month per

BOOK

32-232

child toward the support of the minor children of the parties, subject to the further Order of this Court, and subject to the proceedings in Case CV 2481 of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding Order on all of the earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in the Annotated Code of Maryland, Family Law Article, Sections 10-120, et seq.; and

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within ten (10) days of any change of address or employment so long as this support Order is in effect, and failure to comply will subject him to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in his not receiving notice of the proceedings for earnings withholding; and

It is further ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated January 9, 1986 and filed in this cause of action, be and it is hereby approved and made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff be and she is hereby authorized to resume the use of her maiden name, MELISSA ANN GEE; and



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32 293

It is further ORDERED that the costs of these proceedings are waived due to Plaintiff's indigency.

Luke K. Buno, Jr.  
JUDGE

Recommended and Approved by:

William T. Fitzgerald  
William T. Fitzgerald, Master

BOOK

32 294

VOLUNTARY SEPARATION AND  
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made this 9th day of January, 1986, by and between MELISSA A. BARRICK of Carroll County, Maryland, hereinafter referred to as "Wife", and MATTHEW D. BARRICK of Carroll County, Maryland, hereinafter referred to as "Husband".

The parties hereto were married by a civil ceremony on April 10, 1984, in Carroll County, Maryland. There were two children born to the parties during their marital union, to wit: Matthew David Barrick, II, born July 24, 1983; and Mark Adam Barrick, born July 12, 1985.

Irreconcilable differences have arisen between the parties and for causes arising prior to this Agreement, the parties are not now and have not been for some time past living together as man and wife. They have reached a verbal agreement settling their respective property rights and the matters of alimony and all other matters growing out of the marriage relationship, and without waiving any ground for divorce which either party may now or hereafter have against the other, they do hereby enter into this written Agreement to formalize their understanding and contract, one with the other.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns, as follows:

ITEM ONE: The parties hereto did voluntarily and mutually

separate on November 4, 1985, with the intent and purpose of ending the marriage, and they do hereby acknowledge that they have continued to live separate and apart voluntarily and intend to do so, without cohabitation and in separate abodes, with the intent and purpose of ending the marriage relationship, and there is no reasonable hope or expectation of reconciliation.

The parties further agree that neither shall interfere with or molest the other or endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her respective way as fully and to the same extent as though he or she had never been joined in marriage so far as the law allows. Each party understands that until they shall have been divorced absolutely, either party may be subject to allegations of adultery.

ITEM TWO: In consideration of the premises and covenants herein by the Husband and all other considerations in the Agreement, the Wife agrees to and hereby does finally, irrevocably and permanently waive any and all present or future claim to alimony, alimony pendente lite, and support and maintenance for herself of any kind or nature whatsoever to which she may now or hereafter be entitled.

In consideration of the premises and covenants herein by the Wife and all other considerations in the Agreement, the Husband agrees to and hereby does finally, irrevocably and permanently waive any and all present or future claim to alimony, alimony pendente

lite, and support and maintenance for himself of any kind or nature whatsoever to which he may now or hereafter be entitled.

ITEM THREE: The parties agree that each shall be responsible for paying his or her own attorney's fees for this Agreement and for any divorce action which may in the future be instituted.

ITEM FOUR: Neither party waives nor condones any cause for divorce which each may have against the other in this State or any other State; and in case of a reconciliation or divorce, the provisions of the Agreement as to the property rights of each shall not be affected, except as herein provided, unless a new Agreement is entered into in writing, mutually revoking and rescinding this Agreement and entering into a new Agreement.

ITEM FIVE: Husband and Wife covenant and agree with the other that they will not at any time contract and have not since the date of separation contracted in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit; and they further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs, and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them



and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

ITEM SIX: Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including but not limited to any claim arising under Maryland Annotated Code, Family Law Article, Sections 8-201 through 8-213, any amendments thereto, and any claim against his or her property by virtue of any future change of any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either

of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

ITEM SEVEN: No representation, warranties, assurances or promises have been made by either party as an inducement to enter into this Agreement other than those herein set forth, and this Agreement contains all of the terms and conditions of the contract between the parties. There can be no modification of this Agreement, no waiver of any provision thereof, rights hereunder, or conditions herein, or release from any obligations imposed hereby, except by written instrument, duly executed, or as otherwise herein provided.

ITEM EIGHT: With the approval of any Court of competent jurisdiction in which any divorce proceedings may be instituted, now or at any time in the future, this Agreement shall be incorporated in any Decree of Divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement or any provisions thereof in said Decree, then in that event, the parties for themselves and their respective heirs, personal

representatives and assigns, agree that they will, nevertheless, abide by and carry out all of the provisions hereof.

ITEM NINE: The parties hereto specifically agree that the provisions of this Agreement are not subject to any Court modification except as to the issues of child support, child visitation and child custody.

ITEM TEN: The parties have divided all items of personalty jointly or solely owned by them, and they are satisfied with said division. All items of personalty now in the possession of Husband or Wife shall be the sole property of the possessor free from any and all claim of the other with respect thereto.

ITEM ELEVEN: The parties have divided all articles of personal clothing and adornment to their mutual satisfaction.

ITEM TWELVE: The parties agree that the care, custody and guardianship of the minor children of the parties shall be in and with Wife. Husband shall have the right and privilege to visit with said minor children at reasonable times under proper circumstances. The parties agree that visitation by Husband with the minor children shall take place in the State of Maryland unless there is agreement of the parties in writing to the contrary.

The parties agree that Husband will pay Fifty Dollars (\$50.00) per month per child unto Wife as a contribution towards the care, support and maintenance of the minor children. Husband's obligation regarding the support of the minor children shall continue until the first to occur of the following events with respect to each child: (1) the death of the child; (2) the death of

Husband; (3) the child attaining the age of eighteen [18] years; or (4) the child becoming self-supporting.

ITEM THIRTEEN: The parties hereto declare that they fully understand all of the terms and provisions of the Agreement; that each has been advised of his respective legal rights and liabilities; and that each signs this Agreement freely and voluntarily, acting under the advice of independent counsel or having been advised of his or her right to seek the advice of independent counsel with respect thereto, and intending thereby that this Agreement shall benefit and be binding upon the parties hereto and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and any persons claiming by or through them or any of them.

AS WITNESS the hands and seals of the parties hereto the day and year first above written.

Karen L. Natt

Melissa A. Barrick (SEAL)  
MELISSA A. BARRICK

Karen L. Natt

Matthew D. Barrick (SEAL)  
MATTHEW D. BARRICK

STATE OF MARYLAND, CARROLL COUNTY, to wit:

On this 9<sup>th</sup> day of January, 1986, before me, a Notary Public in and for the State and County aforesaid, personally appeared MELISSA A. BARRICK, personally known or made known to me to be the Wife who executed the foregoing instrument,



BOOK 32 301

and made oath under the penalties of perjury that the facts and statements contained in this document are true and that she acknowledged to me that she freely and voluntarily executed the same for the purposes named therein.

WITNESS my hand and seal.



Karen L. Nott  
Notary Public  
My Commission Expires: 7/1/86

STATE OF MARYLAND, CARROLL COUNTY, to wit:

On this 9th day of January, 1986, before me, a Notary Public in and for the State and County aforesaid, personally appeared MATTHEW D. BARRICK, personally known or made known to me to be the Husband who executed the foregoing instrument, and made oath under the penalties of perjury that the facts and statements contained in this document are true and that he acknowledged to me that he freely and voluntarily executed the same for the purposes named therein.

WITNESS my hand and seal.



Karen L. Nott  
Notary Public  
My Commission Expires: 7/1/86

BOOK 32 302

BARBARA STEWART \* IN THE  
Plaintiff/Counter- \* CIRCUIT COURT  
Defendant \*  
v. \* FOR  
DOUGLAS STEWART \* CARROLL COUNTY  
Defendant/Counter- \* Case NO. CV2261  
Plaintiff \*

JUDGMENT OF ABSOLUTE DIVORCE

The above cause came for hearing on the 23rd day of October, 1987. The parties having entered an agreement on the record, the testimony, pleadings and exhibits having been heard, read and considered, it is this 19th day of November, 1987, by the Circuit Court for Carroll County,

ADJUDGED, ORDERED and DECREED, that the Defendant and Counter-Plaintiff, Douglas Stewart, is hereby granted an Absolute Divorce from the Plaintiff and Counter-Defendant, Barbara Stewart; and it is further

ORDERED, that the Plaintiff shall have care and custody of the minor child of the parties, Jamie Lynn Stewart; and it is further

ORDERED, that the Defendant shall have the right to liberal and reasonable visitation with said minor child, including overnight visitation upon the presentation to the Plaintiff of documentation that the Defendant and at least one of his parents have completed a certified cardio-pulmonary resuscitation course; and it is further

ORDERED, the the Defendant shall pay, through the Bureau of Support Enforcement, Carroll County Department of Social Services, P.O. Box 800, Westminster, Maryland 21157, the sum of \$50.00 per week for the support and maintenance of the parties' minor child, all of

*Filed Nov. 19, 1987*

which is subject to the following provisions of law:

(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect; and

(3) Failure to comply with Paragraph 2 will subject the Defendant to a penalty not to exceed Two Hundred and Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and it is further

ORDERED, that Commencing May 1, 1988, the Defendant shall pay an additional \$25.00 per week into a trust account for said minor child, with both parties hereto designated as co-trustees on said account, which shall require the signatures of both parties for any withdrawals therefrom; and it is further

ORDERED, that the Defendant shall pay to the Plaintiff, through Counsel, the sum of \$3,000.00 within 30 days after the Defendant's liability for current alimony is terminated (i.e., the first date on which he is not obligated to pay current alimony of \$75.00 per week) or within 45 days of the date of this Order, whichever is earlier; and it is further

ORDERED, that both parties are denied alimony by reason of

their express waiver thereof:

ALL SUBJECT TO THE FURTHER ORDER OF THIS COURT.

*Robert H. Schult*  
JUDGE

Approved as to form  
and contents:

*Thomas A. Appel*  
THOMAS A. APPEL  
Attorney for Plaintiff/Counter-  
Defendant

*Robert H. Schult*  
ROBERT H. SCHULTZ  
Attorney for Defendant/Counter-  
Plaintiff



BOOK 32 PAGE 305

LARRY R. STULTZ : In the  
Plaintiff : Circuit Court  
vs : for  
RUTH ANN STULTZ : Carroll County  
Defendant : Case No. CV 2834

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 18<sup>th</sup> day of November, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Larry R. Stultz, be and he is hereby granted an Absolute Divorce from the Defendant, Ruth Ann Stultz; and

It is further ADJUDGED and ORDERED that the Plaintiff, Larry R. Stultz, be and he is hereby awarded the guardianship and custody of Brian Allen Stultz, the minor child of the parties hereto, with the right unto the Defendant, Ruth Ann Stultz, to visit said child at reasonable times and under proper circumstances; all subject, however to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Defendant pay direct unto the Plaintiff the sum of \$20.00 per week toward the support of the minor child of the parties, subject to the further Order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

RECEIVED IN  
CIRCUIT COURT  
CARROLL CO., MD

Nov 19 10 41 AM '87

LARRY W. SHIPLEY  
CLERK

BOOK 32 PAGE 306

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, she shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject her to a penalty not to exceed \$250.00 and may result in her not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated July 20, 1987 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Ruth K. Burns  
Judge

VOLUNTARY SEPARATION AND  
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 20<sup>th</sup> day of July, 1987, by and between LARRY R. STULTZ, of Westminster, Maryland, herein called "Husband", and RUTH ANN STULTZ, of East Harriman, New York, herein called "Wife".

WHEREAS, the parties hereto are now husband and wife, having been legally married by a religious ceremony in Carroll County, Maryland, on February 16, 1964, and whereas certain irreconcilable differences have arisen between said parties for which reason they have voluntarily consented and agreed to separate and no longer to reside together as husband and wife, said voluntary separation having occurred on or about May 22, 1986, and said separation having been continuous since that date, and that said parties do hereby voluntarily consent and agree from the date of this agreement to continue to live separate and apart from each other during their natural lives, it being fully understood that nothing herein contained shall be construed in any way as waiving or condoning any cause for divorce.

AND WHEREAS, the parties intend and contemplate that their separation shall be permanent, in connection with which separation it is the intention and desire of the parties that there be a complete, final and effective division and settlement of their respective rights and holdings, except as herein otherwise provided, and the relinquishment of all rights, interest and claims which one party might otherwise have upon the property of the other.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and to accomplish the ends sought, both parties

PL Exhibit No. 1

with full knowledge of the extent, value and character of the properties owned by them separately and jointly, and of their respective income, obligations and needs, after due consideration, do fully and voluntarily agree as follows:

CHILDREN

Two children were born as a result of this marriage, namely, Raymond Brent Stultz, born September 6, 1966, and Brian Allen Stultz, born May 6, 1971. The care, custody and control of the minor child of the parties, Brian Allen Stultz, shall be with and shall remain with the husband, provided, however, that there shall be reasonable rights of visitation to wife.

Neither party shall come to the premises of the other for visitation without a prior telephone call or other prior arrangement. Wife and husband shall keep the other advised of any changes of residence addresses and telephone numbers.

Wife shall pay to husband the sum of Twenty Dollars (\$20.00) each week, beginning June 15, 1987, for the support and maintenance of said child for each week the child is in the custody of husband until said child reaches the age of eighteen (18) years, marries, becomes self-supporting or dies, whichever shall first occur.

AGREEMENT TO LIVE SEPARATE AND APART

The parties shall live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him or her shall seem advisable for his or her sole and separate use and benefit, without and free from any control, restraint or interference by the other party in all respects as if each were unmarried. Neither of



the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him or her by any proceeding for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

#### PERSONAL PROPERTY

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does release, transfer and assign unto wife all of his right, title and interest in and to all furniture, household effects and personal property now in the possession of wife which were formerly jointly owned by the parties or owned separately by each, except as herein provided.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does release, transfer and assign unto husband all of her right, title and interest in and to all furniture, household effects and personal property now in the possession of husband which were formerly jointly owned by the parties or owned separately by each, except as herein provided.

#### REAL PROPERTY

The parties hereto acknowledge ownership, as tenants by the entireties, of real property and improvements thereon known as 8 Ward Avenue, Westminster, Maryland 21157. It is agreed by and between the parties that wife will transfer to husband any and all interest that she may have in and to said real property and improvements thereon. Husband, in return, agrees to indemnify and hold wife harmless regarding the transfer and ownership of said real property and improvements thereon. It is further agreed by and between the parties

that wife will execute a Deed to accomplish said transfer immediately upon presentment thereof.

#### HEALTH INSURANCE

Husband specifically waives the right to obtain health insurance benefits on his behalf through the wife or wife's employer. Husband specifically waives his rights to make any claims under the provisions of Public Law 99-272, Title X, regarding his right to obtain insurance through wife's employer. Additionally, husband waives any right to make a claim for health insurance benefits as a result of wife's employment or through wife's employer as provided for by any existing or future law promulgated by the State of Maryland. Husband will assume full responsibility for obtaining his own medical insurance and for the payment of all medical bills incurred on his behalf.

Wife specifically waives the right to obtain health insurance benefits on her behalf through the husband or husband's employer. Wife specifically waives her rights to make any claims under the provisions of Public Law 99-272, Title X, regarding her right to obtain insurance through husband's employer. Additionally, wife waives any right to make a claim for health insurance benefits as a result of husband's employment or through husband's employer as provided for by any existing or future law promulgated by the State of Maryland. Wife will assume full responsibility for obtaining her own medical insurance and for the payment of all medical bills incurred on her behalf.

#### SUPPORT

Husband and wife hereby expressly forever waive any present or future claim he or she may have against

the other for alimony and/or support for himself or herself.

DEBT

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does hereby agree not to contract debts, charges or liabilities for which wife may be liable, and at all times to keep wife free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by husband in his individual capacity.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does hereby agree not to contract debts, charges or liabilities for which husband may be liable, and at all times to keep husband free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by wife in her individual capacity.

MUTUAL RELEASE

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights or demands whatsoever, in law or equity, which each of the parties ever had or now has against the other except any or all cause or causes of action for divorce.

Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives and assigns, releases all claims, demands and interests arising under the Marital Property Act, Ch. 296 (1984) Law of Md.,

including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

RELEASE OF CLAIMS AGAINST SPOUSE'S ESTATE

All property individually owned by either party, real, personal or mixed, of any kind, character or description, or which shall in any manner hereafter devolve on either individually, shall be the sole and separate property of each individually, wholly free from any rights of the other during his or her life or after his or her death, with full power in each to convey, assign, charge or will his or her said individual property as if unmarried. Each of the parties covenants that this agreement shall operate as a full, complete and final settlement, satisfaction, discharge and adjudication of any and all legal rights, claims or demands of either party against the other by way of widow's award, homestead, inheritance, dower, curtesy or any other interest or money demand, which might be asserted by either party hereto against the other party or the property or estate of such other party, to the end that each shall be forever barred from all rights in and to the property and estate, and to the right to administer upon the property and estate, of the other. It is the intention of the parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried, and upon the death of either, the property, both real and personal, then owned by him or her shall pass by his or her Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim of



the other party as if the parties at such time were unmarried.

#### CLAIM FOR DIVORCE

Each party expressly stipulates that the other party retains and reserves the right to begin and conclude a proceeding or proceedings, as he or she may deem convenient, necessary or proper, to obtain a decree of divorce. It is understood and agreed that each party will pay his or her own counsel fees in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present or future. If a divorce proceeding is brought by either party against the other, the party bringing said action shall be responsible for all Court costs including, but not limited to, any Master's fee incurred in the obtaining of a final divorce.

Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this agreement or any provisions hereof. It is intended that none of the provisions of the agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced in writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set

forth (but for no other purpose) each of the parties does hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver, according to law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the real and tangible personal property herein described.

#### INCORPORATION INTO DECREE OF DIVORCE

With the approval of any Court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this agreement shall be incorporated in said Decree of Divorce, but shall not merge therein. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

#### WAIVER OF MODIFICATION

This Agreement contains the entire understanding between the parties. This Agreement shall not be subject to Court modification. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

The parties hereto declare that they fully understand all the terms and provisions of this agreement; that each has been advised of his respective legal rights and liabilities and that each signs this agreement

freely and voluntarily, acting under the advice of independent counsel, and intending thereby that this agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

AS WITNESS the hands and seals of each of said parties duly witnessed and acknowledged.

WITNESS:

Jean B. Nusseman Larry R. Stultz (SEAL)  
LARRY R. STULTZ  
Ruth Ann Stultz (SEAL)  
RUTH ANN STULTZ

STATE OF MARYLAND)  
COUNTY OF CARROLL) TO WIT:

I HEREBY CERTIFY that on this 7th day of JULY, 1987, the above-named LARRY R. STULTZ personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Mark D. Dancy  
Notary Public  
My Commission Expires: 7/1/90

STATE OF NEW YORK)  
COUNTY OF ROCKLAND) TO WIT:

I HEREBY CERTIFY that on this 20th day of JULY, 1987, the above-named RUTH ANN STULTZ personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Frederick E. Johnson  
Notary Public  
My Commission Expires: 6/30/89

FREDERICK E. JOHNSON  
NOTARY PUBLIC, State of New York  
No. 1978925  
Qualified in Westchester County  
Commission Expires June 30, 1989



BOOK 32-317

MARY E. GARRETT \* IN THE  
Plaintiff and \* CIRCUIT COURT  
Counter-Defendant \*  
vs. \* FOR  
MELVIN THEODORE GARRETT, SR. \* CARROLL COUNTY  
Defendant and \*  
Counter-Plaintiff \* Case No. CV1073

\*\*\*\*\*


ORDER

A hearing having been held before this Court on November 6, 1987, and this Court having found that the parties have been separated for more than two (2) years without cohabitation and that there is no reasonable expectation of reconciliation, it is this 16 day of November, 1987, ORDERED:

1. That the Plaintiff and Counter-Defendant, Mary E. Garrett, be and she hereby is granted a divorce a vinculo matrimonii from the Defendant and Counter-Plaintiff, Melvin Theodore Garrett, Sr.

2. That Plaintiff and Counter-Defendant, Mary E. Garrett, shall continue to receive alimony for an indefinite period of time in the amount of One Hundred Dollars (\$100.00) per week to be paid by Defendant and Counter-Plaintiff, Melvin Theodore Garrett, Sr., which amount shall be subject to further order in these proceedings.

3. That this Court hereby reserves its decision on the determination of marital property and an apportionment of same, and on the issue of an award of attorney's fees to Plaintiff and Counter-Defendant.

  
JUDGE, Circuit Court for Carroll  
County

BOOK 32-318

DEBORAH T. GOERTEMILLER : IN THE  
Plaintiff : CIRCUIT COURT  
vs. : FOR  
STEPHEN G. GOERTEMILLER : CARROLL COUNTY  
Defendant : CASE No. CV3631

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 16 day of November, 1987, that the Plaintiff, DEBORAH T. GOERTEMILLER, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, STEPHEN G. GOERTEMILLER; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely, MEAGAN ALLESSANDRA GOERTEMILLER (born September 7, 1983) and LYDIA ELLEN GOERTEMILLER (born March 3, 1985) be and the same is hereby awarded to the Plaintiff with the right on the part of the Defendant to visit said children at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff Sixty-Nine Dollars (\$69.00) per week, per child as child support which payments are subject to the further Order of this Court and the following provisions of law:

(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject th Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated September 17, 1987 and the Addendum of the same date, both filed in this case, be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

  
JUDGE

VOLUNTARY SEPARATION AND  
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 17th day of September, 1987, by and between STEPHEN G. GOERTEMILLER, of Finksburg, Maryland, herein called "Husband", and DEBORAH T. GOERTEMILLER, of Arnold, Maryland, herein called "Wife".

WHEREAS, the parties hereto are now husband and wife, having been legally married by a religious ceremony in Montgomery County, Maryland, on November 27, 1982, and whereas certain irreconcilable differences have arisen between said parties for which reason they have voluntarily consented and agreed to separate and no longer to reside together as husband and wife, said voluntary separation having occurred on or about January 2, 1986, and said separation having been continuous since that date, and that said parties do hereby voluntarily consent and agree from the date of this agreement to continue to live separate and apart from each other during their natural lives, it being fully understood that nothing herein contained shall be construed in any way as waiving or condoning any cause for divorce.

AND WHEREAS, the parties intend and contemplate that their separation shall be permanent, in connection with which separation it is the intention and desire of the parties that there be a complete, final and effective division and settlement of their respective rights and holdings, except as herein otherwise provided, and the relinquishment of all rights, interest and claims which one party might otherwise have upon the property of the other.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and to accomplish the ends sought, both parties

Pla # 1  
10/27/87  
RL



with full knowledge of the extent, value and character of the properties owned by them separately and jointly, and of their respective income, obligations and needs, after due consideration, do fully and voluntarily agree as follows:

#### CHILDREN

That the care, custody and control of the children born of this marriage, namely, MEAGAN ALESSANDRA GOERTEMILLER, born September 7, 1983, and LYDIA ELLEN GOERTEMILLER, born March 3, 1985, shall be with and shall remain with the wife, provided, however, that there shall be reasonable rights of visitation to husband.

The parties further agree that all significant decisions concerning the children's health, safety, education, discipline and general well being shall be decided upon by the parties jointly, and not by either party to the exclusion of the other. It is the intention of the parties that there shall be as close a relationship as possible between each parent and the minor children and both parents shall participate as much as possible in making all significant decisions in the areas specifically set forth herein (except in the event of emergencies). Decisions with respect to these matters shall not be made in such a manner as to exclude the other from participation therein, and each party shall notify the other and invite the other to participate in any meetings or conferences with third parties which might affect such decisions.

Neither party shall come to the premises of the other for visitation without a prior telephone call or other prior arrangement. Wife and husband shall keep the other advised of any changes of residence addresses and telephone numbers.

Husband shall pay to wife the sum of SIXTY-NINE DOLLARS (\$69.00) each week per child for the support and

maintenance of each child for each week the child is in the custody of wife until each child reaches the age of eighteen (18) years, marries, becomes self-supporting or dies, whichever shall first occur. The parties agree that said payments will be made in advance on the 1st day of each month.

Wife shall have the right to claim said children as dependents for the purposes of annual Federal and State Income Tax Returns.

It is agreed by and between the parties that wife will maintain medical insurance on behalf of the minor children of the parties. Husband agrees to reimburse wife on a monthly basis one-half (1/2) of the cost of the insurance premiums incurred by the wife on behalf of the minor children. Husband will not be responsible for reimbursing wife for any portion of an insurance premium that is incurred solely on behalf of wife. It is further agreed that husband and wife will equally divide the cost of any uninsured medical expenses of the minor children. Medical expenses will include dental and optical care for said children.

It is further agreed by and between the parties that husband will maintain a life insurance policy in the minimum amount of One Hundred Thousand Dollars (\$100,000.00), naming as beneficiary a trust for the benefit of the minor children of the parties. Husband's obligation to maintain said insurance policy will terminate on a pro rata basis as each child reaches the age of eighteen (18), becomes self-supporting or dies.

#### AGREEMENT TO LIVE SEPARATE AND APART

The parties shall live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him or her shall seem advisable for his or her

sole and separate use and benefit, without and free from any control, restraint or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him or her by any proceeding for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

#### PERSONAL PROPERTY

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does release, transfer and assign unto wife all of his right, title and interest in and to all furniture, household effects and personal property now in the possession of wife which were formerly jointly owned by the parties or owned separately by each, except as herein provided.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does release, transfer and assign unto husband all of her right, title and interest in and to all furniture, household effects and personal property now in the possession of husband which were formerly jointly owned by the parties or owned separately by each, except as herein provided.

#### REAL PROPERTY

The parties hereby acknowledge that wife has an ownership interest in the property known as 1251 Masters Drive, Arnold, Maryland 21012. Husband agrees to release any and all claims that he may have with respect to said real property and improvements thereon. Wife agrees to indemnify and hold husband harmless regarding her ownership of said property.

#### HEALTH INSURANCE

Husband specifically waives the right to obtain health insurance benefits on his behalf through the wife or wife's employer. Husband specifically waives his rights to make any claims under the provisions of Public Law 99-272, Title X, regarding his right to obtain insurance through wife's employer. Additionally, husband waives any right to make a claim for health insurance benefits as a result of wife's employment or through wife's employer as provided for by any existing or future law promulgated by the State of Maryland. Husband will assume full responsibility for obtaining his own medical insurance and for the payment of all medical bills incurred on his behalf.

Wife specifically waives the right to obtain health insurance benefits on her behalf through the husband or husband's employer. Wife specifically waives her rights to make any claims under the provisions of Public Law 99-272, Title X, regarding her right to obtain insurance through husband's employer. Additionally, wife waives any right to make a claim for health insurance benefits as a result of husband's employment or through husband's employer as provided for by any existing or future law promulgated by the State of Maryland. Wife will assume full responsibility for obtaining her own medical insurance and for the payment of all medical bills incurred on her behalf.

#### SUPPORT

Husband and wife hereby expressly forever waive any present or future claim he or she may have against the other for alimony and/or support for himself or herself.

#### DEBT

That contemporaneously with and by the execu-



tion and delivery of this agreement, and in consideration of the premises, husband does hereby agree not to contract debts, charges or liabilities for which wife may be liable, and at all times to keep wife free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by husband in his individual capacity.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does hereby agree not to contract debts, charges or liabilities for which husband may be liable, and at all times to keep husband free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by wife in her individual capacity.

The parties acknowledge that there is currently an outstanding tax lien in the amount of \$595.88. Husband agrees to assume full responsibility with respect to the payment of said obligation and indemnifies and holds wife harmless with respect thereto.

It is further agreed that husband will assume full responsibility for any student loans incurred on his behalf, a tractor loan in the approximate amount of \$2,250.00, and a loan from Benjamin R. Goertemiller in the approximate amount of \$18,000.00. Husband agrees to indemnify and hold wife harmless regarding these obligations.

Husband agrees to contribute the sum of Two Hundred Seventy Dollars (\$270.00) towards the attorney's fees incurred by wife as recommended by Master T. Bryan McIntire.

#### MUTUAL RELEASE

Subject to and except for the provisions of this Agreement, each party is released and discharged,

and by this Agreement does for himself or herself, and his or her heirs, legal representatives, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights or demands whatsoever, in law or equity, which each of the parties ever had or now has against the other except any or all cause or causes of action for divorce.

Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives and assigns, releases all claims, demands and interests arising under the Marital Property Act, Ch. 296 (1984) Law of Md., including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

#### RELEASE OF CLAIMS AGAINST SPOUSE'S ESTATE

All property individually owned by either party, real, personal or mixed, of any kind, character or description, or which shall in any manner hereafter devolve on either individually, shall be the sole and separate property of each individually, wholly free from any rights of the other during his or her life or after his or her death, with full power in each to convey, assign, charge or will his or her said individual property as if unmarried. Each of the parties covenants that this agreement shall operate as a full, complete and final settlement, satisfaction, discharge and adjudication of any and all legal rights, claims or demands of either

party against the other by way of widow's award, homestead, inheritance, dower, curtesy or any other interest or money demand, which might be asserted by either party hereto against the other party or the property or estate of such other party, to the end that each shall be forever barred from all rights in and to the property and estate, and to the right to administer upon the property and estate, of the other. It is the intention of the parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried, and upon the death of either, the property, both real and personal, then owned by him or her shall pass by his or her Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim of the other party as if the parties at such time were unmarried.

#### CLAIM FOR DIVORCE

Each party expressly stipulates that the other party retains and reserves the right to begin and conclude a proceeding or proceedings, as he or she may deem convenient, necessary or proper, to obtain a decree of divorce. It is understood and agreed that each party will pay his or her own counsel fees in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present or future. If a divorce proceeding is brought by either party against the other, the party bringing said action shall be responsible for all Court costs including, but not limited to, any Master's fee incurred in the obtaining of a final divorce.

Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this

agreement or any provisions hereof. It is intended that none of the provisions of the agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced in writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth (but for no other purpose) each of the parties does hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver, according to law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the real and tangible personal property herein described.

#### INCORPORATION INTO DECREE OF DIVORCE

With the approval of any Court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this agreement shall be incorporated in said Decree of Divorce, but shall not merge therein. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that



BOOK 32 329

they will nevertheless abide by and carry out all provisions hereof.

WAIVER OF MODIFICATION

This Agreement contains the entire understanding between the parties. This Agreement shall not be subject to Court modification. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

The parties hereto declare that they fully understand all the terms and provisions of this agreement; that each has been advised of his respective legal rights and liabilities and that each signs this agreement freely and voluntarily, acting under the advice of independent counsel, and intending thereby that this agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

AS WITNESS the hands and seals of each of said parties duly witnessed and acknowledged.

WITNESS:

William Th. J. (SEAL)  
STEPHEN G. GOERTEMILLER  
Deborah T. Goertemiller (SEAL)  
DEBORAH T. GOERTEMILLER

STATE OF MARYLAND)  
TO WIT:  
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 25th day of August, 1987, the above-named STEPHEN G.

BOOK 32 330

GOERTEMILLER personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



William Th. J.  
Notary Public  
My Commission Expires: 7/1/90

STATE OF MARYLAND)  
TO WIT:  
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 17th day of September, 1987, the above-named DEBORAH T. GOERTEMILLER personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Norman A. Riser  
Notary Public  
My Commission Expires: 7/1/90



ADDENDUM TO VOLUNTARY SEPARATION AND  
PROPERTY SETTLEMENT AGREEMENT

THIS ADDENDUM, made this 17th day of September, 1987, is to a Voluntary Separation and Property Settlement Agreement executed by and between STEPHEN G. GOERTEMILLER, of Finksburg, Maryland, herein called "Husband", and DEBORAH T. GOERTEMILLER, of Arnold, Maryland, herein called "Wife", said Voluntary Separation and Property Settlement Agreement having been executed on the 17th day of September, 1987.

NOW, THEREFORE, IN CONSIDERATION of the premises, the mutual covenants and agreements contained herein, and to accomplish the ends sought, both parties do fully and voluntarily agree as follows:

1. The parties hereto agree to amend the Voluntary Separation and Property Settlement Agreement executed by and between the parties on the 17th day of September, 1987, by the inclusion of the following language:

INCOME TAXES

It is agreed by and between the parties that husband will pay any taxes due and interest and penalties thereon to the Internal Revenue Service and/or the Comptroller of the Treasury as a result of any joint tax return filed or to be filed by the parties. It is agreed by and between the parties that husband will indemnify and hold wife harmless regarding any taxes, interest and penalties due as a result of any joint tax return filed or to be filed by the parties. It is further agreed that husband will additionally indemnify wife with respect to any attorney's fees incurred by her should she obtain representation as a result of any claim made by the Internal Revenue Service or the Office of the Comptroller of the State of Maryland regarding any joint tax return filed or to be filed by the parties hereto.

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STATE OF MARYLAND)  
) TO WIT:  
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 25th day of August, 1987, the above-named STEPHEN G. GOERTEMILLER personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Addendum with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Addendum is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



William S. Brown  
Notary Public  
My Commission Expires: 7/1/90

STATE OF MARYLAND)  
) TO WIT:  
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 17th day of September, 1987, the above-named DEBORAH T. GOERTEMILLER personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Addendum with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Addendum is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Merna L. Brown  
Notary Public  
My Commission Expires: 7/1/90



BOOK 32-333

L. BRUCE MAY	:	In the
Plaintiff	:	Circuit Court
vs	:	for
TERRY L. MAY	:	Carroll County
Defendant	:	Case No. CV 4362

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 18<sup>th</sup> day of November, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, L. Bruce May, be and he is hereby granted an Absolute Divorce from the Defendant, Terry L. May; and

It is further ADJUDGED and ORDERED that the Defendant, Terry L. May, be and she is hereby awarded the guardianship and custody of Erin Michael May, the minor child of the parties hereto, with the right unto the Plaintiff, L. Bruce May, to visit said child at reasonable times and under proper circumstances; all subject to the continuing jurisdiction of this Court; and

It is further ORDERED that the Plaintiff pay direct unto the Defendant the sum of \$150.00 per week toward the support of the minor child of the parties, subject to the further Order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Plaintiff on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

RECEIVED IN  
CIRCUIT COURT  
CARROLL CO., MD  
Nov 19 10 41 AM '87  
LARRY H. SHIPLEY  
CLERK

BOOK 32-334

It is further ORDERED that, if the Plaintiff accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Plaintiff shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Voluntary Separation and Property Settlement Agreement dated June 17, 1986, and the Addendum to said Agreement dated November 2, 1987, by and between the parties hereto, and filed in this cause of action, be and they are hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that the Counter Complaint filed in this cause be and it is hereby dismissed; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Duke K. Burns  
Judge

VOLUNTARY SEPARATION AND  
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 17 day of June, 1986, by and between L. BRUCE MAY, of Carroll County, Maryland, herein called "Husband", and TERRY L. MAY, of Carroll County, Maryland, herein called "Wife".

WHEREAS, the parties hereto are now husband and wife, having been legally married by a religious ceremony in Carroll County, Maryland, on May 4, 1968, and whereas certain irreconcilable differences have arisen between said parties for which reason they have voluntarily consented and agreed to separate and no longer to reside together as husband and wife, said voluntary separation having occurred on or about May 3, 1986, and said separation having been continuous since that date, and that said parties do hereby voluntarily consent and agree from the date of this agreement to continue to live separate and apart from each other during their natural lives, it being fully understood that nothing herein contained shall be construed in any way as waiving or condoning any cause for divorce.

AND WHEREAS, the parties intend and contemplate that their separation shall be permanent, in connection with which separation it is the intention and desire of the parties that there be a complete, final and effective division and settlement of their respective rights and holdings, except as herein otherwise provided, and the relinquishment of all rights, interest and claims which one party might otherwise have upon the property of the other.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and to accomplish the ends sought, both parties

Pl. Exhibit No. 1

with full knowledge of the extent, value and character of the properties owned by them separately and jointly, and of their respective income, obligations and needs, after due consideration, do fully and voluntarily agree as follows:

CHILDREN

That the care, custody and control of the children born of this marriage, namely, ERIC PATRICK MAY, born December 5, 1968, and ERIN MICHAEL MAY, born August 31, 1972, shall be with and shall remain with the wife, provided, however, that there shall be reasonable rights of visitation to husband.

Neither party shall come to the premises of the other for visitation without a prior telephone call or other prior arrangement. Wife and husband shall keep the other advised of any changes of residence addresses and telephone numbers.

Husband shall pay to wife the sum of One Hundred Fifty Dollars (\$150.00) each week (total) for the support and maintenance of the minor children for each week the children are in the custody of wife until each child reaches the age of eighteen (18) years, marries, becomes self-supporting or dies, or until Eric Patrick May reaches the age of eighteen (18) years, whichever shall first occur. At such time as Eric Patrick May reaches the age of eighteen (18), husband shall pay to wife the sum of One Hundred Dollars (\$100.00) a week for the support and maintenance of Erin Michael May, until such time as he reaches the age of eighteen (18) years, marries, becomes self-supporting or dies, whichever shall first occur. Husband's obligation pursuant to this paragraph will begin at such as settlement takes place on the former marital home located at 4595 Kridlers Schoolhouse Road, Manchester, Maryland 21102.



It is agreed by and between the parties that husband will maintain a life insurance policy in the minimum amount of \$100,000.00 naming wife as trustee for the benefit of the minor children of the parties. Husband's obligation to maintain said policy will be modified at such time as the oldest child reaches the age of eighteen (18). At said time, husband will be obligated to maintain said life insurance policy in the amount of \$50,000.00 naming wife as trustee for the benefit of the minor child of the parties. Husband's obligation pursuant to this paragraph will totally cease at such time as the youngest living child of the parties becomes eighteen (18), self-supporting or dies, whichever shall first occur.

Husband agrees to pay for all uninsured medical expenses of the minor children of the parties. Medical expenses is defined to include optical and dental expenses. Husband's obligation hereunder with respect to each child shall cease at such time as each child reaches the age of eighteen (18), becomes self-supporting or dies, whichever shall first occur.

#### AGREEMENT TO LIVE SEPARATE AND APART

The parties shall live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him or her shall seem advisable for his or her sole and separate use and benefit, without and free from any control, restraint or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him or her by any proceeding for restoration of conjugal rights or

otherwise, or exert or demand any right to reside in the home of the other.

#### PERSONAL PROPERTY

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does release, transfer and assign unto wife all of his right, title and interest in and to all furniture, household effects and personal property now in the possession of wife which were formerly jointly owned by the parties or owned separately by each, except as herein provided.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does release, transfer and assign unto husband all of her right, title and interest in and to all furniture, household effects and personal property now in the possession of husband which were formerly jointly owned by the parties or owned separately by each, except as herein provided.

Husband agrees to transfer to wife any and all interest he may have in and to a Chevrolet Cavalier automobile. Wife agrees to indemnify and hold husband harmless regarding the transfer and ownership of said automobile.

Notwithstanding any of the provisions contained herein, husband will be obligated to make the monthly car payment on wife's Chevrolet Cavalier until such time as settlement takes place on the former marital residence located at 4595 Kridlers Schoolhouse Road, Manchester, Maryland 21102.

#### REAL PROPERTY

The parties hereto acknowledge ownership, as tenants by the entireties, of real property and

improvements thereon known as 4595 Kridlers Schoolhouse Road, Manchester, Maryland 21102. The parties hereto agree to list said real estate with a reputable real estate broker in Carroll County, Maryland. If the parties are unable to agree on who the broker shall be, each party shall select their own broker and the two brokers together will appoint a third broker to handle the sale of said property. The parties further agree to make a good-faith attempt to sell said residence at a reasonable price. The parties agree that the proceeds generated from the sale of the former marital residence shall be divided pursuant to the following formula: After the costs of said sale have been paid, wife will be entitled to two-thirds (2/3) of the remaining proceeds, and husband will be entitled to one-third (1/3) of the remaining proceeds. It is anticipated that the following expenses will be deducted prior to the distribution of proceeds to the parties: The existing mortgage on said property, any real estate commission, transfer tax, documentary stamps, and points that are mutually agreed by the parties to be paid by them as sellers. The remaining proceeds left after these expenses are paid will be considered the net proceeds of sale and will be divided by the parties pursuant to the aforementioned formula.

Until such time as settlement takes place on the residence located at 4595 Kridlers Schoolhouse Road, Manchester, Maryland 21102, husband will be obligated to make all payments on the mortgage, insurance and taxes with respect to said residence.

#### SUPPORT

Husband and wife hereby expressly forever waive any present or future claim he or she may have against

the other for alimony and/or support for himself or herself.

#### DEBT

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does hereby agree not to contract debts, charges or liabilities for which wife may be liable, and at all times to keep wife free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by husband in his individual capacity.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does hereby agree not to contract debts, charges or liabilities for which husband may be liable, and at all times to keep husband free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by wife in her individual capacity.

The parties agree to each assume one-half (1/2) responsibility for the balance due Equitable Master Card in the approximate amount of \$3,450.00 as of April, 1986. Each party will indemnify and hold the other harmless regarding the payment of one-half (1/2) of said obligation.

#### MUTUAL RELEASE

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights or demands whatsoever, in law or equity, which each of the parties



ever had or now has against the other except any or all cause or causes of action for divorce.

Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives and assigns, releases all claims, demands and interests arising under the Marital Property Act, Ch. 296 (1984) Law of Md., including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

It is agreed by and between the parties that husband will waive any and all claim that he may have to be carried on wife's insurance policy subsequent to a final decree of divorce. It is further agreed that husband will indemnify and hold wife harmless regarding any payments required to continue husband's medical insurance coverage on any policy whatsoever subsequent to the final divorce of the parties.

#### RELEASE OF CLAIMS AGAINST SPOUSE'S ESTATE

All property individually owned by either party, real, personal or mixed, of any kind, character or description, or which shall in any manner hereafter devolve on either individually, shall be the sole and separate property of each individually, wholly free from any rights of the other during his or her life or after his or her death, with full power in each to convey, assign, charge or will his or her said individual property as if unmarried. Each of the parties covenants that this agreement shall operate as a full, complete and final settlement, satisfaction, discharge and

adjudication of any and all legal rights, claims or demands of either party against the other by way of widow's award, homestead, inheritance, dower, curtesy or any other interest or money demand, which might be asserted by either party hereto against the other party or the property or estate of such other party, to the end that each shall be forever barred from all rights in and to the property and estate, and to the right to administer upon the property and estate, of the other. It is the intention of the parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried, and upon the death of either, the property, both real and personal, then owned by him or her shall pass by his or her Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim of the other party as if the parties at such time were unmarried.

#### CLAIM FOR DIVORCE

Each party expressly stipulates that the other party retains and reserves the right to begin and conclude a proceeding or proceedings, as he or she may deem convenient, necessary or proper, to obtain a decree of divorce. Husband agrees to reimburse Wife for all attorney's fees incurred regarding the separation of the parties and any fees in connection with the obtaining of a final divorce.

Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this agreement or any provisions hereof. It is intended that none of the provisions of the agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation,

abrogation or annulment shall only take place after reduced in writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth (but for no other purpose) each of the parties does hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver, according to law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the real and tangible personal property herein described.

#### INCORPORATION INTO DECREE OF DIVORCE

With the approval of any Court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this agreement shall be incorporated in said Decree of Divorce, but shall not merge therein. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

#### WAIVER OF MODIFICATION

This Agreement contains the entire understanding between the parties. This Agreement shall not be

subject to Court modification. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

The parties hereto declare that they fully understand all the terms and provisions of this agreement; that each has been advised of his respective legal rights and liabilities and that each signs this agreement freely and voluntarily, having had the opportunity to secure the advice of independent counsel, and intending thereby that this agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

AS WITNESS the hands and seals of each of said parties duly witnessed and acknowledged.

WITNESS:

Thane L. Labay L. Bruce May (SEAL)  
Patti A. Johnson L. BRUCE MAY  
6-18-86 Terry W. May (SEAL)  
TERRY W. MAY

STATE OF MARYLAND)

COUNTY OF CARROLL) TO WIT:

I HEREBY CERTIFY that on this 17th day of June, 1986, the above-named L. BRUCE MAY personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein



stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

*David L. Dabney*  
Notary Public  
My Commission Expires: 7/1/86

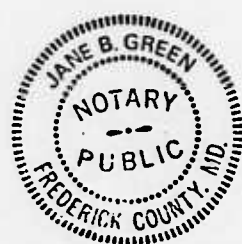


STATE OF MARYLAND)

FREDERICK TO WIT:  
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 18th day of June, 1986, the above-named TERRY L. MAY personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



*Jane B. Green*  
Notary Public  
My Commission Expires: 7/1/86

ADDENDUM TO VOLUNTARY SEPARATION AND  
PROPERTY SETTLEMENT AGREEMENT

THIS ADDENDUM, made this 2 day of November, 1987, is to a Voluntary Separation and Property Settlement Agreement executed by and between L. BRUCE MAY, of Carroll County, Maryland, herein called "Husband", and TERRY L. MAY, of Carroll County, Maryland, herein called "Wife", said Voluntary Separation and Property Settlement Agreement having been executed on the 17th day of June, 1986.

NOW, THEREFORE, IN CONSIDERATION of the premises, the mutual covenants and agreements contained herein, and to accomplish the ends sought, both parties do fully and voluntarily agree as follows:

1. The parties hereto agree to modify the amount of child support as set forth on Page 2 of the aforementioned Agreement under the caption CHILDREN. It is agreed by and between the parties that husband will pay to wife the sum of One Hundred Fifty Dollars (\$150.00) each week for the support and maintenance of Erin Michael May, born August 31, 1972, until such time as he reaches the age of eighteen (18) years, becomes self-supporting, marries or dies, whichever shall first occur. The remaining provisions found under the sub-heading CHILDREN on Page 2 and 3 of the aforementioned Agreement shall remain in full force and effect.

2. With the approval of any Court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Addendum shall be incorporated in said Decree of Divorce, but shall not merge therein. In the event the Court shall fail or decline to incorporate this Addendum, or any provision thereof, in said Decree, then and in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that

they will nevertheless abide by and carry out all provisions hereof.

3. It is further understood and agreed by and between the parties that all other provisions set forth in the Voluntary Separation and Property Settlement Agreement shall remain in full force and effect as drafted in the original Agreement and executed on the 17th day of June, 1986.

4. The parties hereto declare that they fully understand all the terms and provisions of this Addendum; that each has been advised of his respective legal rights and liabilities and that each signs this Addendum freely and voluntarily, acting under the advice of independent counsel, and intending thereby that this Addendum shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

AS WITNESS the hands and seals of each of said parties duly witnessed and acknowledged.

WITNESS:

*Lytle M. Staples* *L. Bruce May* (SEAL)  
 L. BRUCE MAY  
*Terry L. May* (SEAL)  
 TERRY L. MAY  
 STATE OF MARYLAND ) TO WIT:  
 COUNTY OF CARROLL )

I HEREBY CERTIFY that on this 2nd day of November, 1987, the above-named L. BRUCE MAY

personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Addendum with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Addendum is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



*Lytle M. Staples*  
 Notary Public  
 My Commission Expires: 7/1/90

STATE OF MARYLAND )  
 ) TO WIT:  
 COUNTY OF CARROLL )

I HEREBY CERTIFY that on this 31st day of October, 1987, the above-named TERRY L. MAY personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Addendum with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Addendum is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



*Donna B. Yelton*  
 Notary Public  
 My Commission Expires: 7/1/90



BOOK 32-349

DEANNA CAROL FINECEY \* IN THE  
Plaintiff \* CIRCUIT COURT  
v. \* FOR  
TROY EARL FINECEY \* CARROLL COUNTY  
Defendant \* CV 4398  
\* \* \* \* \*

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, DEANNA CAROL FINECEY the proceedings were read and considered by the Court:

WHEREUPON, IT IS ORDERED, this 19<sup>th</sup> day of November, 1987, that the above named Plaintiff, DEANNA CAROL FINECEY be and she is hereby granted an Absolute Divorce from the Defendant, TROY EARL FINECEY; and

It is further ORDERED, that the Voluntary Separation and Property Settlement Agreement of the parties, dated July 1, 1987, be incorporated but not merged in this Decree of Absolute Divorce; and

It is further ORDERED that the Plaintiff's name be changed to DEANNA CAROL CURRY, her name before her marriage; and

It is further ORDERED that the Defendant, TROY EARL FINECEY, pay the cost of these proceedings.

RECEIVED IN  
CIRCUIT COURT  
CARROLL CO., MD

Nov 19 10 38 AM '87

CLERK  
LARRY W. SHIPLEY

JUDGE

BOOK 32-350



VOLUNTARY SEPARATION AND  
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 1<sup>st</sup> day of July, 1987, by and between TROY EARL FINECEY ("Husband") and DEANNA CAROL FINECEY ("Wife").

EXPLANATORY STATEMENT

The parties were married by a civil ceremony on October 18, 1985, in the Westminster, Maryland. Differences have arisen between the parties and they are now and have been since July 1, 1986, living separate and apart from one another, in separate abodes, without cohabitation. It is the mutual desire of the parties in this Agreement to formalize their separation and to settle all questions of maintenance, and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entirety, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

AGREEMENT TO LIVE SEPARATE AND APART

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each shall conduct, carry on and engage in any employment, business or trade which to him or her shall seem advisable for his or her sole and separate use and benefit, without, and free from any control, restraint, or interference by the other party in all respects as if each were unmarried.

MARITAL PROPERTY RIGHTS AND INHERITANCE

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he or she now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his or her property as if he or she were unmarried. Except as otherwise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under the Marital Property Act, Family Law Article Sections 8-201 through 8-213, of the Annotated Code of Maryland, as from time to time amended. This specifically includes any statutory right to share in the estate of the other and to serve as Personal Representative of the other's estate. It is the intention of each and both parties that during their



respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him or her shall pass by his or her Will or under the laws of descent, as the case might be, free from any right of inheritance, title or claim in the other party, including the right to administer upon the estate of the one so dying, as if the parties at such time were unmarried.

DEBTS/ALIMONY

Except as herein otherwise provided, each party hereby releases and discharges the other from any and all obligations of further support and does hereby covenant and agree not to contract debts, charges or liabilities for which the other may be liable and at all times to keep the other free, harmless and indemnified from any and all debts, charges or liabilities heretofore or hereafter contracted by him or her.

Each expressly waives any claim he or she may have against the other for alimony, alimony pendente lite, maintenance, support or any other form of financial assistance, by whatever name called, and each understands and acknowledges that the aforesaid waiver completely precludes either of them, both now and at any time in the future, from making a successful claim against the other for any such financial assistance upon their marital relationship.

PROPERTY

The parties agree that all tangible personal property and household chattels presently located at Husband's residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife. The parties agree that all tangible personal property and household chattels presently located at Wife's residence shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband.

Each party shall retain, as his or her sole and separate property, any stocks, bonds or other securities, savings or checking accounts, and other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

RESERVATION OF GROUNDS FOR DIVORCE

Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

LEGAL FEES AND COURT COSTS

Wife agrees to pay the legal fees arising out of the preparation of this Voluntary Separation and Property Settlement Agreement. Each party shall be responsible for his or her own attorney's fees arising from any uncontested divorce based on this Voluntary Separation and Property Settlement Agreement. In any proceeding resulting in an absolute divorce, Husband shall pay Court costs, and Master's fees if any. Each party retains the right to seek attorney's fees from the other in the event that litigation is necessary to

enforce any of the provisions of this Agreement.

INCORPORATION OF AGREEMENT

It is the intention of each of the parties hereto that this Agreement shall be offered in evidence in any divorce proceeding between them which may now be pending or which may hereafter be instituted in any Court of competent jurisdiction, and, to the extent that such Agreement shall be acceptable to the Court, that it shall be incorporated by reference in any decree of absolute divorce which may be passed by the Court.

In the event, however, that the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in its said decree, then, and in that event, the parties agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that, regardless of whether said Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said Agreement, and all the terms and provisions thereof, shall survive the same and shall continue to be binding upon the parties, and their respective heirs, personal representatives and assigns, for all time.

VOLUNTARY EXECUTION

The parties hereto declare that they fully understand all the terms and provisions of this Agreement; that each has been advised of his or her right to independent legal counsel and has exercised or waived said legal right. Each party signs this Agreement freely and voluntarily, intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees, and assigns, and all persons claiming by or through them or any of them.

ENTIRE AGREEMENT

This instrument sets forth the entire understanding and agreement between the parties, and there exist no warranties, representations, promises, covenants or undertakings other than those expressly set forth herein.

In no event shall the acceptance or toleration by either of the parties hereto of any breach of any covenant or undertaking contained herein be construed as a waiver of that covenant or undertaking contained in this Agreement.

ALTERATIONS, CHANGES, CANCELLATIONS, ETC.

It is intended that none of the provisions of this Agreement shall in any way be altered, changed, canceled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof.



BOOK 32 PAGE 353

INTERPRETATION

This Agreement, and the respective rights and duties of the parties hereto, shall in all respects be governed by and construed under the laws of the State of Maryland.

Should any of the provisions of this Agreement be found, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other State of the United States, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors, and assigns.

No provision of this Agreement shall be interpreted for or against any party hereto by reason that said party or his/her legal representative drafted all or any part thereof.

IN WITNESS WHEREOF, the parties have set their hands and seals this day of July 1<sup>st</sup>, 1987.

WITNESS:

Charles E. Harrison 6/24/87

Troy Earl Finecey  
TROY EARL FINECEY

Pleasant M. Henline  
4-1-87

Deanna Carol Finecey  
DEANNA CAROL FINECEY

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 24<sup>th</sup> day of June, 1987, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared TROY EARL FINECEY known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Voluntary Separation and Property Settlement Agreement and made oath in due form of law that the matters and facts set forth therein with respect to the voluntary separation of the parties are true and correct and acknowledged that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Charles E. Harrison  
NOTARY PUBLIC

My Commission Expires: 7/1/90  
CHARLES E. HARRISON  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires July 1, 1990

BOOK 32 PAGE 354

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 1<sup>st</sup> day of July, 1987, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared DEANNA CAROL FINECEY known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Voluntary Separation and Property Settlement Agreement and made oath in due form of law that the matters and facts set forth therein with respect to the voluntary separation of the parties are true and correct and acknowledged that she executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Pleasant M. Henline  
NOTARY PUBLIC

My Commission Expires: 7/1/90

BOOK 32-355

CYNTHIA LEIGH ROBERTSON \* IN THE  
Plaintiff \* CIRCUIT COURT  
v. \* FOR  
RAY STERLING ROBERTSON \* CARROLL COUNTY  
Defendant \* CV 4499  
\* \* \* \* \*

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, CYNTHIA LEIGH ROBERTSON, the proceedings were read and considered by the Court:

WHEREUPON, IT IS ORDERED, this 19<sup>th</sup> day of November, 1987, that the above named Plaintiff, CYNTHIA LEIGH ROBERTSON, be and she is hereby granted an Absolute Divorce from the Defendant, RAY STERLING ROBERTSON; and

It is further ORDERED that the Plaintiff's name be changed to CYNTHIA LEIGH LEWIS, her name before her marriage; and

It is further ORDERED that the Defendant, RAY STERLING ROBERTSON, pay the cost of these proceedings.

*John K. B...*  
JUDGE

RECEIVED IN  
CIRCUIT COURT  
CARROLL CO., MD

Nov 19 10 39 AM '87

*LM*  
LARRY W. SHIPLEY  
CLERK

BOOK 32-356

VIRGINIA G. HARRELL : In the  
Plaintiff : Circuit Court  
vs : for  
F. DOUGLAS HARRELL : Carroll County  
Defendant : Case No. CV 4567

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 19<sup>th</sup> day of November, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Virginia G. Harrell, be and she is hereby granted an Absolute Divorce from the Defendant, F. Douglas Harrell; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Marital Settlement Agreement by and between the parties hereto, dated May 13, 1987 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that Defendant pay unto Plaintiff the fixed and unchangeable sum of \$2,000.00 per month as alimony, accounting from March 1, 1987 as set out in Paragraph 3 of said Agreement; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

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CIRCUIT COURT  
CARROLL CO., MD

Nov 19 10 40 AM '87

*LM*  
LARRY W. SHIPLEY  
CLERK



It is further ORDERED that, if Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

*Julie K. Bunn*  
Judge

VOLUNTARY SEPARATION AND MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 15th day of May, 1987, by and between Virginia Gertrude Harrell, hereinafter called "Wife," party of the first part, and F. Douglas Harrell, hereinafter called "Husband," party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on August 23, 1959, in Carroll County and two children were born to them as a result of the marriage; namely, Vickie Lynn Harrell (now Vickie Lynn Stansbury), born May 2, 1962; and Kevin Douglas Harrell, born March 19, 1966.

On August 9, 1986, the parties hereto mutually agreed voluntarily to separate and to live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage, and they have continued to do so. Without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interest to enter into this agreement to formalize said voluntary separation, to settle their respective property, personal and marital rights, the right of the parties to support, maintenance and counsel fees, and all other matters growing out of their marital relation.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns as follows:

1. Nothing contained in this agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. The parties, having heretofore mutually agreed to separate and voluntarily live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage, and having done so since August 9, 1986, do hereby expressly agree to continue to do so. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other or to have any marital relations with

4. Subject to the conditions hereinafter set forth in this paragraph, Husband agrees to carry and keep in force the existing Blue Cross and Blue Shield Insurance or its equivalent on the Wife until the first to occur of the following events: (a) remarriage of Wife; (b) death of Wife; or (c) death of Husband. Husband maintains Blue Cross and Blue Shield Insurance for himself and the employees of the F. Douglas Harrell Agency. Husband agrees that the insurance he is to maintain for the benefit of Wife shall be equal to those benefits provided to himself and his employees but, in no event, shall they be substantially less than the benefits provided under the present policy of insurance.

5. Husband shall maintain life insurance on his life in the amount of \$100,000. Husband shall designate Wife as the sole, primary beneficiary on said policy of insurance and shall regularly pay the premiums thereon. Husband's obligation under this paragraph shall terminate upon the termination of this alimony obligation as hereinbefore provided. During the period of Husband's obligation under this paragraph, he shall provide such evidence of insurance as Wife may request from time to time and shall instruct the insurer or insurers to send duplicate premium notices to Wife. Should Husband fail to pay said premium or premiums as they become due, Wife shall have the right to pay said premiums in order to maintain said insurance in full force and effect. Husband shall be liable to Wife for any premiums so paid by Wife. Husband further covenants that he will not encumber said policy or policies of insurance prior to the termination of his obligation under the terms of this paragraph.

6. Wife is entitled to retain all of the household furniture, equipment, ornaments, linens, china, silverware, appliances and all other household chattels of every kind and description which are contained in the marital home located at 3556 Water Tank Road, Manchester, Maryland. Each party shall be entitled to retain his or her clothing, jewelry, and personal effects. Wife shall be entitled to retain her dog which presently resides with her in the marital home.

7. Husband hereby transfers and assigns unto Wife all of his right, title and interest in and to the 1985 Plymouth Caravelle, and he shall execute such documents by April 1, 1987, as may be necessary or proper for the issuance of a new certificate of title for said automobile in her

# VOLUNTARY SEPARATION AND MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 13th day of May, 1987, by and between Virginia Gertrude Harrell, hereinafter called "Wife," party of the first part, and F. Douglas Harrell, hereinafter called "Husband," party of the second part.

## EXPLANATORY STATEMENT

The parties were married by a religious ceremony on August 23, 1959, in Carroll County and two children were born to them as a result of the marriage; namely, Vickie Lynn Harrell (now Vickie Lynn Stansbury), born May 2, 1962; and Kevin Douglas Harrell, born March 19, 1966.

On August 9, 1986, the parties hereto mutually agreed voluntarily to separate and to live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage, and they have continued to do so. Without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interest to enter into this agreement to formalize said voluntary separation, to settle their respective property, personal and marital rights, the right of the parties to support, maintenance and counsel fees, and all other matters growing out of their marital relation.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns as follows:

1. Nothing contained in this agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. The parties, having heretofore mutually agreed to separate and voluntarily live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage, and having done so since August 9, 1986, do hereby expressly agree to continue to do so. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other or to have any marital relations with



the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony.

3. (a). Husband shall directly pay to Wife the fixed and unchangeable sum of \$2,000 per month as alimony to Wife accounting from March 1, 1987, provided, however, Husband shall be entitled to a credit against any sums due Wife in an amount equal to any payments paid to Wife (or credited to her as withholding) by Husband or any business of his from March 1, 1987. Husband's obligation to pay alimony shall terminate upon the first to occur of the following events: (a) remarriage of Wife (b) death of Wife or (c) death of Husband. In no event shall Husband have any liability to make any separate maintenance and support payments (except arrears accruing prior to Wife's death, if any) or any payment as a substitute for such payments after the death of Wife. Both of the parties hereby expressly waive any right ever hereafter to have any court change, modify or make a different provision for the support and maintenance of Wife either as to duration or amount and both parties hereby further expressly agree that under no circumstances whatever will either of them hereafter apply to any court for an increase or decrease in the amount or for a modification of the terms for the duration of said support and maintenance as herein provided. However, nothing contained in this agreement shall be construed so as to prevent any court of competent jurisdiction from enforcing the payment of the amount of support and maintenance to which Wife shall be entitled hereunder by any proceedings, which any such court now has or may hereafter have, the power to issue for the enforcement of support and maintenance for Wife and contracts in general. Only payments made by Husband to Wife pursuant to this paragraph and paragraph 4 and no other payments in this agreement shall be deductible by Husband or includable in Wife's income for tax purposes.

(b). In consideration of the provisions contained herein for his benefit, and other good and valuable consideration, Husband does, finally, irrevocably and permanently release and waive unto Wife any claim or right to temporary or permanent alimony, support, or maintenance, whether past, present or future.

4. Subject to the conditions hereinafter set forth in this paragraph, Husband agrees to carry and keep in force the existing Blue Cross and Blue Shield Insurance or its equivalent on the Wife until the first to occur of the following events: (a) remarriage of Wife; (b) death of Wife; or (c) death of Husband. Husband maintains Blue Cross and Blue Shield Insurance for himself and the employees of the F. Douglas Harrell Agency. Husband agrees that the insurance he is to maintain for the benefit of Wife shall be equal to those benefits provided to himself and his employees but, in no event, shall they be substantially less than the benefits provided under the present policy of insurance.

5. Husband shall maintain life insurance on his life in the amount of \$100,000. Husband shall designate Wife as the sole, primary beneficiary on said policy of insurance and shall regularly pay the premiums thereon. Husband's obligation under this paragraph shall terminate upon the termination of this alimony obligation as hereinbefore provided. During the period of Husband's obligation under this paragraph, he shall provide such evidence of insurance as Wife may request from time to time and shall instruct the insurer or insurers to send duplicate premium notices to Wife. Should Husband fail to pay said premium or premiums as they become due, Wife shall have the right to pay said premiums in order to maintain said insurance in full force and effect. Husband shall be liable to Wife for any premiums so paid by Wife. Husband further covenants that he will not encumber said policy or policies of insurance prior to the termination of his obligation under the terms of this paragraph.

6. Wife is entitled to retain all of the household furniture, equipment, ornaments, linens, china, silverware, appliances and all other household chattels of every kind and description which are contained in the marital home located at 3556 Water Tank Road, Manchester, Maryland. Each party shall be entitled to retain his or her clothing, jewelry, and personal effects. Wife shall be entitled to retain her dog which presently resides with her in the marital home.

7. Husband hereby transfers and assigns unto Wife all of his right, title and interest in and to the 1985 Plymouth Caravelle, and he shall execute such documents by April 1, 1987, as may be necessary or proper for the issuance of a new certificate of title for said automobile in her



name alone. Wife shall pay the cost, if any, for the transfer of title. Husband shall, prior to the transfer of title, satisfy all existing liens on said vehicle and shall indemnify and save Wife harmless from all liability in connection therewith. Husband shall be entitled to retain as his sole, separate property the Cadillac Seville, the Ford Bronco and the Dodge Truck which are titled in his sole name. Husband shall indemnify wife from all liability for any and all charges or indebtednesses associated therewith.

8. Husband shall be obligated to personally pay all obligations and accounts of the parties incurred prior to the execution of this agreement either by the said Husband alone or jointly by the parties, the joint debts for which Husband is liable hereunder must have been knowingly entered into by him. Husband shall indemnify and save Wife harmless from any and all liability in connection with said obligations and accounts.

9. Husband and Wife covenant and agree with the other that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit and they further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this agreement more fully provided and set forth.

10. Husband shall convey unto Wife, free of all liens and encumbrances, all of his right, title and interest in and to the following real property: (a) the marital home located at 3556 Water Tank Road, Manchester, Maryland 21102; (b) the unimproved lot which is adjacent to said marital home; (c) all improved and unimproved real property located at or about 1130 Main Street, Hampstead, Maryland. Husband shall execute the appropriate deeds conveying said properties to

Wife within 30 days of the date of the execution of this agreement. Husband shall be entitled to retain all other real property titled in his sole name or the joint names of the parties. Wife shall execute such deed or deeds as may be required to convey all of her right, title and interest in and to any jointly owned real property not specified in (a) or (b) of this paragraph to Husband within 30 days of the execution of this agreement. Husband shall pay all costs, fees and expenses associated with any conveyance between the parties. Husband shall indemnify and save Wife harmless from all liability for any and all charges, obligations, debts, liens and encumbrances of every kind and description which he alone or the parties jointly have incurred in connection with said property. Husband shall make all reasonable good faith efforts (short of refinancing or prematurely paying off the underlying indebtedness) to procure Wife's release on any mortgage or other obligation upon which she may be obligated in connection with said real estate and shall furnish wife at her request written evidence or verification from each obligee, mortgagee or creditor that said efforts have been made to procure her release. Husband shall turn over unto Wife all necessary records pertaining to Property No. 1130 Main Street, including the records pertaining to rents, taxes, maintenance and other expenditures, and he shall further provide necessary information pertaining to said property's participation in HUD and any other housing programs.

11. Husband and Wife covenant and agree that each shall pay his or her own attorney's fees and Court costs, including Master's fee, arising out of this separation agreement and any subsequent divorce action should one of the parties later bring a Complaint for Divorce against the other.

12. Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other and except for the rights provided in this agreement:

(a) The parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other or against his or her property, whether arising out



of the marriage or otherwise, including but not limited to, any claim arising under the marital property laws, community property laws or use and possession laws of this State (Md. Code, *Family Law*, § 8-201 through § 8-213) or any other state, country, or subdivision thereof, any amendments thereto, any claim against the other or against his or her property by virtue of any future change in the residence or domicile of either of the parties or any future change in the situs of any property of either of the parties, and any claim against the other or against his or her property by virtue of any future change of any law of this or any other State subsequent to the execution of this agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement.

(b) The parties do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect to which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, community or marital property, statutory thirds, halves or legal shares and widow's or widower's rights, or to participate in any way in the enjoyment or distribution of any of the real or personal estate which the other may possess at the time of his or her death, or any right to receive legal right or interest whatsoever therein, including the right to administer upon the estate of the one who died.

(c) Notwithstanding any provision to the contrary contained in this paragraph, either party may, by Last Will and Testament executed after the date of this agreement, may make such provision for the other in said Will that the Testator or Testatrix may deem desirable, and the provisions of this paragraph shall not preclude the survivor or his or her personal representative from his or her entitlement to the bequest and/or devise specified in said Last Will and Testament.

(d) If either party is a participant in any retirement, pension, profit sharing, or stock bonus plan, the other party in accord with Section 417(a)(2)(A) of the Internal Revenue Code

(and any amendments thereto) hereby consents to any election heretofore or hereinafter made by the plan participant waiving the qualified joint and survivor annuity form of benefit and/or the qualified preretirement survivor annuity form of benefit, the consenting party hereby acknowledging that said consent is understood to be irrevocable upon the execution of this instrument.

13. Upon the written election of the Husband, which must be made no later than April 1 following the close of the tax year in question, the Wife shall join with him in the filing of any joint federal and/or joint or combined separate State income tax returns for the year 1986, and, if feasible, 1987, with the proviso, however, if Husband elects to file joint returns for the year 1987, the election so to do must be made in writing by March 1, 1988. The Husband shall be responsible for the payment of any taxes resulting from said filing and, conversely, shall be entitled to any refund resulting from said filing. The Husband shall indemnify the Wife for the payment of any taxes, penalty or interest, if any.

For all years in which the parties have filed joint federal and joint or combined separate State income tax returns, Wife shall cooperate with the Husband in defending against any taxes found to be due as a result thereof and Husband shall be entitled to any refunds from said filings. Upon the request of the Husband, Wife shall do all things reasonable and lawful (at the Husband's expense) for the purpose of contesting, abating, reducing any tax, interest or penalty or obtaining any refund of any tax, penalty or interest assessed or due or any part thereof, as well as amending any previously filed returns. The Husband shall indemnify and save Wife harmless from any and all liability for any taxes, interest or penalty due for the prior tax years.

14. Husband and Wife will, upon request, execute such other and further assurances hereof as may be necessary to carry out the purposes of this agreement or any provisions hereof. It is intended that none of the provisions of the agreement shall in any way be altered, changed canceled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the

amendment or deletion of any part of this agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

15.(a). Wife hereby constitutes and appoints Michael M. Galloway to accept service of process for her in the event that Husband should, in the future, seek to obtain a divorce from her under the laws of the State of Maryland. This designation shall be irrevocable on the part of Wife but shall be only for the purpose of accepting initial process for the obtainment of divorce and ancillary relief and shall endure for only such time until either Husband or Wife should file for divorce from the other in this State unless otherwise provided by rule of law or rule of court and then only to that extent.

(b). Husband hereby constitutes and appoints Daniel F. Thomas to accept service of process for him in the event that Wife should, in the future, seek to obtain a divorce from him under the laws of the State of Maryland. This designation shall be irrevocable on the part of Husband but shall be only for the purpose of accepting initial process for the obtainment of divorce and ancillary relief and shall endure for only such time until either Husband or Wife should file for divorce from the other in this State unless otherwise provided by rule of law or rule of court and then only to that extent.

16. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this agreement shall be incorporated, but not merged, in any judgment of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this agreement, or any provision thereof, in said judgment, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. Notwithstanding any incorporation, this agreement shall not be merged in any such judgment, but shall in all respects survive the same and be forever binding and conclusive upon the parties and their respective heirs, personal representatives and assigns. The provisions of this agreement, including the provisions contained in paragraph No. 3 hereof, are *not* subject to a court modification.

17. The parties hereto declare it is their intention to settle finally, in accordance with the provisions of Md. Code, *Family Law*, §§ 8-101 through 8-103, any and all claims of any nature whatsoever which the parties might have against the other as a result of their marriage. The parties hereby represent that each has fully acquainted the other in detail with his or her means, resources and net worth. Should it appear that there has been a material misrepresentation practiced by a party, the existence of that material misrepresentation shall give the other the right to declare this agreement null and void and of no further effect so long as the non-misrepresenting party makes claim of misrepresentation by the filing of an action to set this marital settlement agreement aside in a court of competent jurisdiction within three years of the date of this agreement. Husband warrants and represents that he has no other assets, property or income other than that set forth in the attached financial statement which is marked Schedule A and incorporated herein by reference, with the caveat, however, that both parties understand that any value ascribed to any asset by Husband is his own estimate as to value but that he makes no warranty as to this value is the actual market value of the asset, it being further understood and agreed Wife shall have the right to have any asset of the parties or of Husband determined by an expert of her own choosing and at her expense prior to the execution of this agreement; and Husband warrants that should Wife, prior to the execution of this agreement, wish to avail herself of this right, Husband will allow entry upon any controlled property and make any documents available to Wife reasonably necessary to be utilized by an expert to determine the fair market value of any asset, the income of Husband, or the Husband's financial circumstances in general.

18. Husband and Wife hereby agree that they thoroughly understand all the terms and provisions of this agreement. Each signs this agreement freely and voluntarily, acting under the advice of independent counsel and intending thereby that this agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

19. This agreement contains the final and entire understanding of the parties. There are no representations, terms conditions, statements, warranties, promises, covenants or



understandings, oral or written, other than those expressly set forth herein. A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement. The failure of either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

20. This agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

21. No provision of this agreement shall be interpreted or construed for or against any party hereto by reason that said party or his or her legal representative drafted all or any part thereof.

As witness the hands and seals of the parties hereto the day and year first hereinbefore written.

Michael M. Gelloway  
Witness

Virginia Gertrude Harrell (SEAL)  
VIRGINIA GERTRUDE HARRELL

Samuel P. Thomas  
Witness

F. Douglas Harrell (SEAL)  
F. DOUGLAS HARRELL

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 30<sup>th</sup> day of April, 1987, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Virginia Gertrude Harrell, and made oath in due form of law that the matters and facts set forth in the foregoing agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said agreement to be her act.

Witness my hand and Notarial Seal.



My Commission Expires: 7/1/90

Michael M. Gelloway  
Notary Public

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 13<sup>th</sup> day of May, 1987, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared F. Douglas Harrell, and made oath in due form of law that the matters and facts set forth in the foregoing agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said agreement to be his act.

Witness my hand and Notarial Seal.

My Commission Expires:

July 1990



Millie W. Casey  
Notary Public

## Schedule A

Consisting of 23 pages, to the Voluntary Separation and Marital Settlement Agreement executed by and between Virginia Gertrude Harrell and F. Douglas Harrell.

Amended 5/13/87

## NET WORTH STATEMENT OF F. DOUGLAS HARRELL (3/87)

1. ASSETS:		
2. Jointly owned property -		
3. 3556 Water Tank Road		\$150,000
4. Adjoining lot		30,000
5. Harrell Office Building	150,000	
6. Less: mtge. (C.C.B.)	80,202	
7. Equity		69,798
8. Household furnishings, appliances, etc.		35,000
9. Total jointly owned		\$284,798
10. 1/2 thereof		\$142,399
11. Solely owned by husband -		
12. Shiloh Apts. [1]	\$500,000	
13. Less: mtge. (C.C.B.)	327,163	
14. Equity		172,837
15. 2 lots remaining from conveyances in L.R.C.C. 742/683-679 (Royal Hts. \$ II):		
16. Parcel B (6.742 acres)		50,000
17. Lot A2 (1.8 acres)		26,500
18. 1130 Main St. [1] [3]	120,000	
19. Less: mtge. (Parsons et al.)	50,657	
20. Equity		69,343
21. 1326 N. Main St. [1]	360,000	
22. 1361-67 N. Main St. [1] [4]	275,000	
23. Total	635,000	
24. Less: D/T U/W of H.S. Walsh	268,733	
25. Equity		366,267
26. Mortgage from Marion Morgan		20,000
27. Harrell brothers		8,000
28. Trenton Mill Rd.	300,000	
29. Less: mtge.	219,589	
30. Equity		80,411
31. Hillcrest lot		20,000
32. 1408 Fairmont Rd.	82,500	
33. Less: mtge. [10]	40,185	
34. Equity		42,315
35. Gorsuch Rd. 20 acre lot	50,000	
36. Less: mtge.	31,525	
37. Equity		18,475
38. I.R.A.		20,000
39. 1983 Cadillac Seville		9,000
40. 1984 Ford Bronco		10,000
41. 1973 Dodge pick-up		nil
42. The Harrell Agency, Inc.		
43. Insurance [5]		170,000
44. Real Estate [6]		7,800
45. Cash in bank (2/37)	35,000	
46. Less: Rent escrow monies	22,750	
47. Net funds		12,250
48. Cash in corporate bank acct. (2/87)		500



49. Debt due husband from his corporation	<u>171</u>
50. TOTAL ASSETS [8]	\$1,246,097
51. LIABILITIES	
52. Debt due James Kelly	3,500
53. Income taxes (payroll and personal)	<u>20,000</u>
54. TOTAL LIABILITIES [9]	\$23,500

Note [1]: Property was overvalued on 2/1/84 statement, and because of the recent amendment to the federal income tax laws, the rental property are worth less on the market than they were on 2/1/84.

Note [2]: Both the husband and wife are mortgagors on this encumbrance, although it is listed as a debt solely of the husband.

Note [3]: Possibility of adding units to rear section only with approval of proper Town, County and State authorities as far as access, etc. The husband finds now that due to hidden entrances, etc., it probably cannot be done.

Note [4]: Since the rendition of the statement of 2/1/84, one building known as "Big A Auto Parts Building" has deteriorated so much that it probably should be demolished.

Note [5]: At one time (2/1/84), it was believed that the husband's insurance agency might be sold at three times its annual income, less debts. Since that time, the husband has attempted to sell the same and the highest price offered was only two times annual income.

Note [6]: The real estate business as such has no value except for the physical equipment used in the business.

Note [7]: The husband is advised by his accountant his corporation owes him a debt of \$40,000. This appears to be a paper transaction; but, in any event, the husband's corporation was valued at its gross value (see item no. 43), so whether this is an actual indebtedness or not is inconsequential for the purposes of this statement.

Note [8]: The husband has a joint interest in a Plymouth Caravelle automobile which is probably worth approximately \$8,500 (total value). It is not listed as an asset above. In addition thereto, the parties have a joint interest in four cemetery lots at Edgar S. Shanks Memorial Cemetery, Row-B, Grave Nos. 17, 18, 19 and 20, which are not included in the list of assets above. Finally, husband has an interest in a pension plan of the Bendix Corporation of which the wife has been made aware. The value of that interest has not been included in the above list of assets. Copies of documents setting forth those benefits are attached hereto as part of Schedule A.

Note [9]: There is a marital debt on the Plymouth Caravelle in the amount of \$2,000 (total value) which is not listed under the defendant's liabilities. This is a joint debt of the parties. There is also a debt of \$8,000 due to Farmers Home Association on which the husband's parents are primarily liable and the parties are secondarily liable.

Note [10]: There is also another mortgage in the amount of \$125,000 encumbering 1408 Fairmont Road. However, this has already been listed at line 10.

# THE BENDIX CORPORATION PENSION BOARD OF ADMINISTRATION

## NOTIFICATION OF ELIGIBILITY FOR DEFERRED PENSION

EMPLOYEE NAME Farrell D. Harrell SOC. SEC. NO. 414-58-6104  
ADDRESS 915 S. Main Street Hampstead, Maryland 21074  
DIVISION Communications

### RECORD AS SHOWN ON BOOKS OF EMPLOYER

1. Date of Birth 8-25-36 Verification Co. Records Termination 40 Years & 0 Mos. (years & months)
2. Seniority Date 8-16-56 Date Seniority Terminated August 25, 1976 \*For pension purposes only-Actual Date of Separation 9/2/75. Letter of Understanding #13 dated 2/3/72 provides for no loss of pension vesting prior to age 40.
3. Date Age 40 August 25, 1976
4. Date Age 60 August 25, 1996
5. Date Age 85 August 25, 2001

### CREDITED SERVICE

	Years	Months
Total Credited Service through <u>August 25, 1976</u> Date	<u>15</u>	<u>11</u>

I hereby certify that the foregoing is correct according to the records of the Employer.

Date 3/31/77 Signature [Signature] Director of Industrial Relations

### EMPLOYEE ACCEPTANCE

I hereby certify to the Pension Board of Administration that I have reviewed the foregoing and, except for the following differences indicated, accept the information as a final and correct statement. It is my understanding that I must apply for such pension not earlier than 90 days prior to the date upon which I elect to have my pension begin, and not later than my 70th birthday. I also understand that I can elect to take my pension as early as the first day of the month next following my 60th birthday on a reduced basis.

Exceptions: (If none, write "none") NONE

Signature Farrell D. Harrell Date 8/23/77

Witness Brenda L. Loozen

EMPLOYEE NOTE: The accuracy of the information shown above is important to you since it will be used by the Pension Board in determining your eligibility for a deferred Pension under the Pension Plan. It is requested therefore, that you complete and sign this form promptly in the space provided above and return it to the Pension Board of Administration

Respectfully yours,  
THE BENDIX CORPORATION  
PENSION BOARD OF ADMINISTRATION

BOOK 32 PAGE 374

### 1. WHO IS ELIGIBLE TO PARTICIPATE?

All hourly rate employees of the Communications Division of The Bendix Corporation in Towson, Maryland, who come within the scope of the Collective Bargaining Agreement with Industrial Radio Lodge No. 1561, International Association of Machinists and Aerospace Workers (AFL-CIO) are eligible to participate in the Plan, provided that it is possible for the employee to accrue five or more years of Eligibility Service before age 65. This plan is a defined benefit plan. The Bendix Hourly Employees Pension Plan consists of a number of participating units. Hourly employees of Bendix and its subsidiaries, other than those mentioned above, participate in the pension programs of these other participating units. You may obtain a list of the subsidiaries as described in the answer to Question 16.

### 2. WHO PAYS THE COST OF THE PLAN?

The Company pays the full cost of the Plan, and makes contributions each fiscal year on a basis acceptable to the Internal Revenue Service and in amounts sufficient to conform to the funding standards prescribed by the Employee Retirement Income Security Act of 1974. The contributions are kept in a trust fund held by the trustee, The Northern Trust Company, 30 South LaSalle, Chicago, Illinois 60690. In addition, there are six Investment Managers: Morgan Guaranty Trust Company of New York, 9 West 57th Street, New York, New York; National Bank of New York, 99 Detroit, Michigan 48222; Chemical Bank, 277 Park Avenue, New York, New York 10017; Alliance Capital Management Corporation, 140 Broadway, New York, New York 10005; Bank of New York, 48 Wall Street, New York, New York 10013; and Endowment Management and Research Corporation, 77 Franklin Street, Boston, Massachusetts 02110. The trust fund is known as the "Bendix Corporation Master Retirement Trust."

### 3. WHEN DO I NORMALLY RETIRE?

You are eligible for a Normal Retirement Pension following normal retirement age. This will be your 65th birthday, if you have completed five or more years of Eligibility Service.

### 4. HOW MUCH IS MY NORMAL RETIREMENT PENSION?

When you retire under the Normal Retirement provisions of the Plan, your monthly pension will be equal to the Life Income Benefit rate in effect, based on the last day you were actively at work for the Company, multiplied by the number of your years of Credited Service at retirement. The applicable Life Income Benefit rate for employees whose last day actively at work for the Company is on or after September 1, 1977, is as follows:

Last Day Actively At Work For The Company	Life Income Benefit Rate
September 1, 1977 through September 30, 1977	\$ 9.50
October 1, 1977 through September 30, 1978	\$10.50
October 1, 1978 through September 30, 1979	\$11.00
October 1, 1979 and after	\$11.50

Prior to 7/1/77  
\$8.25



BOOK 32 376  
1986 Income and Expenses

PROPERTY	INCOME	EXPENSES	NET PROFIT/LOSS
Highfield	85,206.00	91,718.44	-6,512.44
1408 Fairmount	10,215.00	12,974.20	-2,759.20
915 S. Main St.	17,760.00	28,893.09	-11,133.09
Northside	108,903.00	95,322.30	13,580.70
4439 Trenton Mill	42,705.00	60,318.31	-17,613.31
1130 S. Main	14,035.00	15,391.96	-1,356.96
	278,824.00	304,618.30	-25,794.30

Check Book Balance

12-31-86 \$19,340.36

2-17-87 441,129.78

2-24-87 35,200.00

Anticipated 3/1/87 to be \$20,000

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The term "that day actively at work for the Company" means the last workday on which you were scheduled to work for the Company and were physically working on the Company's premises.

The benefit commences on the first day of the month after you have (i) terminated employment with the Company, or (ii) reached age 62, and is payable for your remaining lifetime. The benefit described below will be reduced for a survivor benefit in accordance with Question 12, unless you reject the Survivorship Option or you have no spouse.

Example

An employee works until June 21, 1979 and retires at age 63 with 34 3/12 years of Credited Service. This employee's monthly benefit beginning on July 1, 1979 will be \$11.00 x 34.25 years = \$376.75

MAY I RETIRE EARLY?

If you have 10 or more years of Eligibility Service and you are between 60 and 65 years of age, you may retire if you wish on Regular Early Retirement. However, you must be employed by the Federal Government will not pay you a Social Security Pension until you are 62.

If you choose an early retirement date, you may elect to begin receiving your pension payments immediately upon application, or to defer payments until you reach age 65. If you elect to defer payments, you will receive a benefit described for Normal Retirement, but based on service to date of early retirement. The benefit of 1% for each month from the date payments begin to the date you reach age 65. The benefits described in the following two examples may be reduced for a survivor benefit in accordance with Question 12, unless the Survivorship Option is rejected by the employee, or there is no spouse.

Example

An employee works until September 15, 1980 and decides to retire on September 15, 1980, at age 61 years and 7 months, with 31 5/12 years of Credited Service. The immediate benefit commencing on October 1, 1980 is calculated as follows:

- Percentage factor equals 100% - (5/9) x .01 x 45 months = .475
- The monthly benefit due is \$11.50 x 31.5 years x .75 = \$271.69

If you retire before age 62, you may elect an alternate method of payment in which the payments are higher prior to age 62 and are reduced after reaching age 62. The purpose of this form of payment is to allow for higher pension benefits prior to eligibility for Social Security Benefits. The amount of payments prior to age 62

would be the Life Income Benefit described above, plus (i) your last day actively at work for the Company, or (ii) after September 1, 1977, \$200.00, reduced by a percentage equal to 5/9 of 1% for each month from the date benefits commence to and including the month you reach age 62.

After attainment of age 62, the benefit you were receiving would be decreased by \$200.00, but this option is not available if the pension payable after age 62 is less than \$50 monthly.

Example

If the employee described in the Example above elects the alternate method of payment, the benefit will be as follows:

- Before age 62: \$200.00 x (1.00 - (5/9) x .01 x 9 months) = \$271.69 = \$461.69
- After age 62: \$461.69 - \$200.00 = \$261.69

6. WHAT IS EARLY RETIREMENT UNDER COMPANY OPTION OR AN ALTERNATE PAYMENT OPTION?

If you have 10 or more years of Eligibility Service and are between 60 and 65 years of age, and unusual circumstances result in the Company insisting that you retire on a date earlier than you would otherwise be eligible to retire, you may elect to retire on Social Early Retirement. You will receive a Life Income Benefit equal to that described under the Normal Retirement provisions, based on Credited Service to the actual date of retirement, plus a Temporary Benefit equal to the Life Income Benefit rate multiplied by your years of Credited Service to a maximum of 25 years. No reduction for age will be taken. These benefits will continue until you reach age 65, at which time the Temporary Benefit amount will be discontinued. These Special Early Retirement Benefits will not be payable to you if you are discharged for cause. The benefit described below may be reduced for a survivor benefit in accordance with Question 12 unless the Survivorship Option is rejected by the employee, or there is no spouse.

Example

An employee works until January 30, 1979 and retires on January 30, 1979, at age 61 years and 11 months, with 29 3/12 years of Credited Service, at the age of 62. The Life Income Benefit is equal to 29.25 years x \$10.50 = \$307.13 monthly.

In addition, a Temporary Benefit equal to \$10.50 multiplied by Credited Service up to a maximum of 25 years is payable until the employee is eligible for unreduced Social Security Benefits. The Temporary Benefit for this employee will be \$10.50 x 25 years = \$262.50 monthly. The total monthly benefit is \$307.13 plus \$262.50, or \$569.63 prior to Social Security eligibility, and \$307.13 thereafter.

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BOOK

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HIGHFIELD Sp/lot

INCOME: Rent	79,365.00	
Laundry	<u>5,841.00</u>	<u>85,206.00</u>
EXPENSES:		
Utilities: BG&E	3,142.06	
Sewer	<u>2,274.20</u>	5,416.26
Fuel Oil		6,005.29
Supplies		3,906.55
Maintenance & Labor		<u>2,203.30</u>
New Equipment: 5/2/86 Refrigerator	55.00	
5/8/86 Refrigerator	75.00	
5/21/86 Stove	375.00	
6/2/86 Cabinets	255.35	
7/25/86 Air Conditioners	<u>1,467.00</u>	2,227.35
Repairs: Appliances	492.12	
Carpentry	1,192.77	
Electrical	289.47	
Painting	55.00	
Plumbing	665.81	
Misc.	<u>1,542.51</u>	4,237.68
6/4/86 Parking lot repairs	2,200.00	
9/24/86 Pave parking lot	10,407.01	
9/24/86 New Sidewalks	<u>12,198.00</u>	24,805.01
Mortgage Payment: Principal	7,278.58	
Interest	<u>20,039.18</u>	27,317.76 ✓
Management		7,936.50
Misc: Advertising	37.79	
Insurance	2,484.18	
Security Deposit Interest	199.98	
Taxes	4,806.28	
Misc.	<u>134.51</u>	7,662.74
		<u>91,718.44</u>

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1408 FAIRMOUNT ROAD

INCOME		<u>10,215.00</u>
EXPENSES:		
Utilities: BG&E	339.91	
Water & Sewer	<u>385.49</u>	725.40
Maintenance & Labor		135.00
Supplies		289.48
New Equipment: 1/10/86 Dryer		304.45
Repairs: Electrical	81.64	
Plumbing	253.54	
Misc.	205.85	
2/27/86 Remodeling	<u>1,600.00</u>	2,141.03
Mortgage Payment: Principal	781.78	
Interest	<u>5,560.21</u>	6,342.00 ✓
Management		1,021.50
Fuel Oil		897.48
Misc.: Insurance	338.00	
Taxes	<u>779.86</u>	1,117.86
		<u>12,974.20</u>

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915 S. MAIN STREET

INCOME		<u>17,760.00</u>
EXPENSES:		
Utilities: BG&E	3,082.77	
Water & Sewer	<u>344.13</u>	3,426.90
Maintenance & Labor		605.00
Supplies		251.44
New Equipment: 12/29/86 Snow Blower		765.00
Repairs: Appliances	1,019.89	
Plumbing	177.32	
Misc.	<u>201.90</u>	1,399.11
Mortgage Payment: Principal	5,425.71	
Interest	<u>9,096.27</u>	14,521.98 ✓
Management Fee		1,776.00
Misc.: Advertising	111.96	
Insurance	367.76	
Taxes	<u>4,668.24</u>	5,147.96
Office Addition 2/27/86		<u>1,000.00</u>
		<u>28,893.09</u>

NORTHSIDE 1326-1363-1367 N MAIN

INCOME		<u>108,903.00</u>
EXPENSES:		
Utilities: BG&E	10,892.89	
Water & Sewer	<u>2,389.25</u>	13,282.14
Maintenance & Labor		1,450.97
Supplies		2,515.54
New Equipment: 1/10/86 Stove	274.45	
2/27/86 Install Central Air	2,295.00	
2/27/86 Carpet & Tile	653.53	
3/6/86 Stove	299.95	
3/25/86 Refrigerator	399.95	
5/9/86 Air Conditioners	2,100.00	
9/18/86 Stove	399.95	
9/24/86 Tile	174.89	
12/16/86 Air Conditioners	2,939.70	
12/19/86 Stove	<u>289.00</u>	9,826.42
Repairs: Appliances	64.35	
Carpentry	376.28	
Electrical	549.42	
Plumbing	1,315.23	
Misc.	<u>642.23</u>	2,947.51
6/20/86 Windows	5,974.94	
12/29/86 Windows	<u>6,693.00</u>	12,667.94
Mortgage Payment: Principal	5,741.51	
Interest	<u>21,185.72</u>	26,927.23 ✓
Rental Management		10,890.30
Misc.: Advertising	80.52	
Insurance	6,442.40	
Security Deposit Interest	74.90	
Architect Fees	3,500.00	
Taxes	4,020.04	
Misc.	<u>696.39</u>	14,814.25
		<u>95,322.30</u>

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4439 TRENTON MILL ROAD

INCOME		<u>42,705.00</u>
EXPENSES:		
Utilities: BG&E		1,836.51
Maintenance & Labor		736.50
Supplies		1,048.28
New Equipment: 3/25/86 Counter Topes		1,178.10
Repairs: Carpentry	146.43	
Plumbing	217.47	
Air Conditioner Repairs	3,142.96	
Misc.	29.45	3,536.31
9/24/86 New Sidewalks	438.00	
11/12/86 Pave parking lot	10,481.15	10,919.15
Mortgage Payment: Principal	6,144.24	
Interest	26,692.44	32,836.68
Management Fee		4,270.50
Misc.: Insurance	1,886.00	
Security Deposit Interest	47.70	
Taxes	2,013.39	
Advertising	9.19	3,956.28
		<u>60,318.31</u>

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1130 S. MAIN STREET

INCOME		14,035.00
EXPENSES:		
Utilities: BG&E	1,019.67	
Water & Sewer	227.06	1,246.73
Fuel Oil		1,592.48
Maintenance & Labor		25.00
Supplies		75.00
New Equipment: 4/7/86 Air Conditioners	945.00	
12/4/86 Stove	90.00	1,035.00
Repairs: Appliances	129.83	
Electrical	36.00	
Plumbing	39.37	
Misc.	1,081.50	1,286.70
Mortgage Payment: Principal	990.59	
Interest	6,144.49	7,135.08
Management Fee		1,403.50
Misc.: Advertising	9.19	
Insurance	490.50	
Security Deposit Interest	36.10	
Taxes	1,056.68	1,592.47
		<u>15,391.96</u>

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\* Ant. ended 2-14-87 to 3-31-87

## CORPORATION INCOME AND EXPENSES

4-1-86 to 2-13-87

BEGINNING BALANCE AS OF 4-1-86		5,242.83	
INCOME:			
Insurance Commission	89,260.25	5,000	
Real Estate Commission	182,253.69	2,000	
Rental Management	21,221.70	4,500	
Reimbursements	1,646.13		
Lot Sales	50,753.22		
Loan from Personal Account	23,500.00	6,500 - No	
IRS Refund	1,747.31		
		<u>370,382.30</u>	<u>398,382.30</u>
TOTAL FUNDS AVAILABLE		375,625.13	<u>393,625.13</u>
EXPENSES:			
Team Sponsorships	5,481.46		
Ads & Subscriptions	5,797.13	400	
Office Supplies	5,201.75	200	
Other Business Expense	4,732.57		
Insurance: Real Estate E&O	925.00		
Insurance E&O	687.00		
Workers' Comp.	921.13		
Rent	8,500.00	1,700	
Utilities & Phone	7,413.43	1,000	
Fees, Dues & Licenses	2,100.00		
Repair & Maintenance	900.10	100	
Life Ins.: Doug	599.04		
Vickie	600.00		
Kevin	605.68		
Jim Kelly	207.00		
Health Ins.: Doug	2,708.25		
Brenda	875.55		
Parents	1,164.70		
Vickie	342.60		
Kevin	256.95		
Jim Kelly	1,682.40		
		<u>1,200</u>	
Office Salaries (NET)	46,833.73	4,000	

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Real Estate Commissions	127,046.04		
Payroll Taxes:			
941	16,211.25	1,650	
506	3,516.19	425	
941 Est.	5,595.00	1,865	
506 Est.	2,610.00	870	
Penalty	17.34		
Md. Unemploy.	535.29	50	
85-86 Tax Due	4,780.00		
Return of Refund	1,159.66		
Pers. Prop. Tax	426.55		
940 End of Year	308.42		
Auto Expense:			
Gas	1,425.47	150	
Repairs	1,447.17	100	
Insurance	3,472.63		
Bronco Payment	1,989.60		
Apartment Salaries (NET)	6,720.19	675	
Land Development:			
Royal Heights	28,701.93	125	
Gorsuch Road	14,441.77	3,710 - 100	
Lot 3, Schalk Road	3,767.00		
Hillcrest Avenue	15,626.65		
Lot B4	6,707.00		
Miscellaneous:			
Tax Preparation Fee	2,100.00		
Personal Loan Repymt. to Doug	6,000.00	No	
Payment on Note	22,000.00		
Misc.	84.00		
TOTAL EXPENSES		<u>375,224.62</u>	<u>393,444.62</u>
CHECK BOOK BALANCE AS OF 2-13-87		<u>400.51</u>	<u>180.51</u>

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## ANTICIPATED CORPORATION INCOME AND EXPENSES

4-1-87 to 3-31-88

## INCOME:

Insurance Commission	100,000.00	
Real Estate Commission	50,000.00	
Rental Management	25,000.00	
Misc.	2,000.00	177,000.00

## EXPENSES:

Team Sponsorships	1,000.00	
Ads & Subscriptions	5,000.00	
Office Supplies	5,000.00	
Other Bus. Expenses incl. new equipment	10,000.00	
Insurance: Real Estate E&O	700.00	
Insurance E&O	800.00	
Workers' Comp.	1,000.00	
Rent	10,200.00	
Utilities & Phone	7,500.00	
Fees, Dues & Licenses	2,200.00	
Repairs & Maintenance	1,000.00	
Life Insurance	1,850.00	
Health Insurance	5,500.00	
Office Salaries (Gross)	32,000.00	
Payroll Taxes including approx. owed on 1986	40,000.00	15,000
Auto Expense (gas, repairs, insurance)	6,000.00	
Apartment Salaries	8,000.00	
Land Development	10,000.00	1,677.50
Miscellaneous	5,000.00	-172,750.00

## ANTICIPATED PROFIT

\$4,250.00

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## Anticipated 1987 Income and Expenses

PROPERTY	INCOME	EXPENSES	PROFIT/LOSS
Highfield	88,380.00	86,835.76	1,544.24
1408 Fairmount	11,460.00	12,928.00	-1,468.00
915 S. Main Street	18,240.00	26,320.98	-8,080.98
Northside	124,080.00	74,925.23	49,154.77
4439 Trenton Mill	41,820.00	68,348.68	-26,528.68
	283,980.00	269,358.65	14,621.35

## OTHER EXPENSES:

Payment on \$125,000 Note	\$1343.00 monthly
Borrow \$50,000 to settle 1130 S. Main	\$600.00 monthly
Loan pay-off on Ginny's Car	\$2,000.00
Alimony	\$1,500.00 monthly
Truck Payment	\$400.00 monthly
Car Payment	\$650.00 monthly

Anticipated Profit from apartments	\$14,621.35
Interest Income	2,000.00
	\$16,621.35
Less Other Expenses	- 47,192.00
Anticipated 1987 Loss	- \$30,570.65
Anticipated 1986 Tax due Federal & State	\$10,000.00

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4439 TRENTON MILL ROAD

INCOME		<u>41,820.00</u>
EXPENSES:		
Utilities: BG&E		1,930.00
Maintenance & Labor		750.00
Supplies		1,000.00
New Equipment: New Roof		20,000.00
Repairs: Carpentry	150.00	
Plumbing	225.00	
A/C Repairs	3,000.00	
Misc.	50.00	
		3,425.00
Mortgage Payment: Principal & Interest		32,836.68 ✓
Management Fee		4,182.00
Misc.: Insurance	2,000.00	
Security Deposit Int.	50.00	
Taxes	2,150.00	
Advertising	25.00	
		4,225.00
TOTAL EXPENSES		<u>68,348.68</u>

ANTICIPATED NET LOSS - \$26,528.68

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BOOK 32 PAGE 388

1408 FAIRMOUNT ROAD

INCOME		<u>11,460.00</u>
EXPENSES:		
Utilities: BG&E	360.00	
Water & Sewer	400.00	
		760.00
Maintenance & Labor		150.00
Supplies		300.00
New Equipment: 2 Air Conditioners		1,200.00
Repairs: Electrical	100.00	
Plumbing	300.00	
Misc.	500.00	
		900.00
Mortgage Payment: Principal & Interest		6,342.00 ✓
Management Fee		1,146.00
Fuel Oil		950.00
Misc: Insurance	360.00	
Taxes	820.00	
		1,180.00
TOTAL EXPENSES		<u>12,928.00</u>

ANTICIPATED NET LOSS - \$1,468.00

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BOOK 32 PAGE 389

915 S. MAIN STREET

INCOME		<u>18,240.00</u>
EXPENSES:		
Utilities: BG&E	3,300.00	
Water & Sewer	<u>365.00</u>	3,665.00
Maintenance & Labor		600.00
Supplies		250.00
New Equipment: Lawn Tractor		1,500.00
Repairs: Appliances	600.00	
Plumbing	175.00	
Misc.	<u>200.00</u>	975.00
Mortgage Payment: Principal & Interest		14,521.98 ✓
Management Fee		1,824.00
Misc.: Advertising	100.00	
Insurance	385.00	
Taxes	<u>2,500.00</u>	2,985.00
TOTAL EXPENSES		<u>26,320.98</u>

ANTICIPATED NET LOSS - \$8,080.98

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NORTHSIDE 1326 - 1363 1367 10th Ave

INCOME		<u>124,080.00</u>
EXPENSES:		
Utilities: BG&E	11,445.00	
Water & Sewer	<u>2,500.00</u>	13,945.00
Maintenance & Labor		1,500.00
Supplies		2,500.00
New Equipment: 2 Stoves	700.00	
3 Air Conditioners	<u>1,800.00</u>	2,500.00
Repairs: Appliances	65.00	
Carpentry	375.00	
Electrical	600.00	
Plumbing	1,500.00	
Misc.	<u>650.00</u>	3,190.00
Mortgage Payment: Principal & Interest		26,927.23 ✓
Management Fee		12,408.00
Misc.: Advertising	80.00	
Insurance	6,800.00	
Security Deposit Int.	75.00	
Taxes	4,300.00	
Misc.	<u>700.00</u>	11,955.00
TOTAL EXPENSES		<u>74,925.23</u>

ANTICIPATED NET PROFIT - \$49,154.77

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BOOK 32 391

HIGHFIELD Shute

INCOME: Rent	82,380.00	
Laundry	<u>6,000.00</u>	<u>88,380.00</u>

## EXPENSES:

Utilities: BG&E	3,300.00	
Sewer	<u>2,380.00</u>	5,680.00
Fuel Oil		6,300.00
Maintenance & Labor		2,000.00
Supplies		4,000.00
New Equipment: Stoves & Windows		20,000.00
Repairs: Appliances	500.00	
Carpentry	1,200.00	
Electrical	300.00	
Plumbing	1,000.00	
Misc.	<u>1,500.00</u>	4,500.00
Mortgage Payment: Principal & Interest		27,317.76 ✓
Management Fee		8,838.00
Misc.: Advertising	50.00	
Insurance	2,600.00	
Security Deposit Interest	200.00	
Taxes	5,100.00	
Misc.	<u>250.00</u>	8,200.00
TOTAL EXPENSES		<u>86,835.76</u>

ANTICIPATED NET PROFIT - \$1,544.24

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BOOK 32 392

## 1987 ANTICIPATED INCOME AND EXPENSES

1130 S. MAIN STREET

INCOME 16,260.00

## EXPENSES:

Utilities: BG&E	1,070.00	
Water & Sewer	<u>250.00</u>	1,320.00
Fuel Oil		1,675.00
Maintenance & Labor		25.00
Supplies		75.00
Repairs: Appliances	125.00	
Electrical	50.00	
Plumbing	100.00	
Misc.	<u>300.00</u>	575.00
Misc.: Advertising	25.00	
Insurance	525.00	
Security Deposit Int.	10.00	
Taxes	<u>1,100.00</u>	1,660.00
TOTAL EXPENSES		<u>5,330.00</u>

ANTICIPATED PROFIT - \$10,930.00

If Mortgage Included - \$549.59 per month

7,135.08

Anticipated Profit

\$3,794.92

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THERESA MARY GLORIOSO : IN THE  
 Plaintiff : CIRCUIT COURT  
 vs. : FOR  
 RONALD VINCENT GLORIOSO : CARROLL COUNTY  
 Defendant : CASE NO. 4208

JUDGMENT OF LIMITED DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this 18<sup>th</sup> day of November, 1987, that the Plaintiff, THERESA MARY GLORIOSO, be and she is hereby granted a LIMITED DIVORCE; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor child of the parties, RONALD VINCENT GLORIOSO, JR. (born July 6, 1984) be and the same is hereby awarded to the Plaintiff, subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant, Ronald Vincent Gloriosos, be generally charged with the support and maintenance of said minor child, subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so

*filed November 19 1987*

long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the Plaintiff and the minor child of the parties have the use and possession of the family use personal property to include a washer and dryer, television, stereo, radio, and furniture acquired during the marriage for a period of not less than three (3) years from the date of this Divorce; and

IT IS FURTHER ORDERED, that the Defendant pay the costs of these proceedings.

*[Signature]*  
 JUDGE



BOOK 32 395

MARY E. CIARAPICA : In the  
Plaintiff : Circuit Court  
vs : for  
MARIO D. CIARAPICA : Carroll County  
Defendant : Case No. CV 4837

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 24<sup>th</sup> day of November,  
Nineteen Hundred and Eighty-seven, that the above-named Plaintiff,  
Mary E. Ciarapica, be and she is hereby granted an Absolute Divorce  
from the Defendant, Mario D. Ciarapica; and

It is further ADJUDGED and ORDERED that the Plaintiff, Mary  
E. Ciarapica, be and she is hereby awarded the guardianship and  
custody of Lisa Marie Ciarapica and Robert Lee Ciarapica, the minor  
children of the parties hereto, with the right unto the Defendant,  
Mario D. Ciarapica, to visit said children at reasonable times and  
under proper circumstances; all subject, however, to the continu-  
ing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated October 28, 1987 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ADJUDGED and ORDERED that the Defendant pay unto the Plaintiff the sum of \$450.00 per month toward the support

*Filed November 24 1987*

BOOK 32 396

of the minor children of the parties, pursuant to Paragraph 4 of said Agreement, subject to the further Order of this Court;

And, it is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Plaintiff pay one-half the costs of these proceedings and the Defendant pay the remaining one-half thereof.

*John K. Burns, Jr.*  
Judge

VOLUNTARY SEPARATION AND  
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 28th day of October, 1987, by and between MARY ELIZABETH CIARAPICA, ("Wife") and MARIO DOMINIC CIARAPICA, ("Husband").

## EXPLANATORY STATEMENT

The parties were married by a religious ceremony on February 2, 1968 in Harford County, Maryland. Two (2) children were born to them as a result of their marriage; namely, KEVIN MICHAEL CIARAPICA, born August 26, 1969, who has now reached the age of majority, and LISA MARIE CIARAPICA, born September 3, 1970. The parties also have an adopted child, ROBERT LEE CIARAPICA, born October 18, 1970. These children are hereinafter referred to as "Children" or "Child". Differences have arisen between the parties and they are now and have been since September 28, 1986, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their Children, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

PL Exhibit No. 1

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

## 1. RELINQUISHMENT OF MARITAL RIGHTS

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

2. RIGHTS INCIDENTS TO MARITAL RELATIONSHIP AND  
RIGHTS AS SURVIVING SPOUSE

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his property as if he



were unmarried. Except as otherwise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marital relationship now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under the Marital Property Act, Md. Family Law Code Ann. Sections 8-201 through 8-213, as from time to time amended, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

### 3. CHILD CUSTODY AND VISITATION

Wife shall have the care and custody of the Children, with the right and privilege of Husband to visit and have the Children with him at all reasonable times and places.

### 4. CHILD SUPPORT

Husband shall pay to Wife, for the support and maintenance of each Child, the sum of Two Hundred Twenty-Five Dollars (\$225.00) per month, for a total of Four Hundred Fifty

Dollars (\$450.00) per month for both Children, until the first to occur of any of the following events with respect to each Child: (1) death of the Child or Husband; (2) marriage of the Child; (3) the Child's becoming self-supporting, or (4) the youngest Child's arrival at the age of 18 years. The parties' intention being that barring the occurrence of any of the first three (3) terminal events as set forth above, Husband shall continue to pay the sum of Four Hundred Fifty Dollar (\$450.00) per month through October 18, 1988.

### 5. MUTUAL WAIVER OF ALIMONY

It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and Husband releases and discharges Wife, absolutely and forever for the rest of his life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

### 6. LIFE INSURANCE

Husband shall keep in full force and effect, at his expense, all existing policies of insurance on his life. Husband shall cause said policies to be so endorsed that Wife shall be named therein as the primary irrevocable beneficiary of

the proceeds of said policies upon Husband's death until such time as either party is granted an absolute divorce. In the event that any insurance company issuing any policy shall decline to endorse any such policy as herein provided, or in the event of lapse or cancellation of any of said policies for any reason, the parties, nevertheless, for themselves and their heirs, personal representatives and assigns, covenant and agree that the rights and liabilities of the parties, their heirs, personal representatives and assigns shall be governed, controlled and bound by the Provisions of this Paragraph to the same extent and as fully as if said policies had been endorsed and remained in effect as provided herein.

#### 7. MARITAL HOME

The parties own, as tenants by the entireties, improved premises in Carroll County known as 1324 Placid Drive, Sykesville, Maryland, 21784 (the "Home"). The Home is subject to the lien of a first and second mortgage. Simultaneously with the execution of this Agreement, Husband shall convey to Wife all of his right, title and interest in and to the Home, and shall execute any deed or other documents which may be reasonably necessary for the conveyance of such right, title and interest. The consideration for this conveyance shall be the promises and mutual covenants and understandings of each of the parties to this Agreement. Wife shall be solely responsible to

pay the mortgage and all other expenses of the Home, including but not limited to water and utility bills, real property taxes, telephone bills, insurance premiums on the Home and contents, and all repairs and improvements. Wife shall hold and save Husband harmless from the expenses which she covenants to pay herein, and shall indemnify Husband from any liability therefor. Wife shall hold the Home as her sole and exclusive property, free and clear of any interest of Husband. Upon sale of the Home at any time, the proceeds of sale shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband.

#### 8. PERSONAL PROPERTY

A. Prior to the execution of this Agreement, the parties divided up their personal property. The parties agree that all tangible personal property and household chattels presently located at Wife's residence shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband, and all tangible personal property and household chattels presently located at Husband's residence shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife.

B. The 1983 Chevrolet Cavalier automobile and the 1987 Dodge Aries K automobile presently titled in Wife's name shall be and remain the sole and exclusive property of Wife, free and clear of any interest of Husband. The 1986 Chevrolet Astro Van presently titled in Husband's name shall be and remain



the sole and exclusive property of Husband, free and clear of any interest of Wife. Husband shall assume and pay in accordance with its terms and indemnify and hold Wife harmless from any and all liability in connection with any debts owed on said vehicle.

C. Except as otherwise provided in this Agreement, each party shall retain, as his or her sole and separate property, any automobiles, stocks, bonds, or other securities, savings or checking accounts, certificates of deposit, money market funds, pensions, profit-sharing plans, individual retirement accounts, deferred compensation of any kind, and any other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

#### 9. HUSBAND'S IRA

Husband acknowledges that he has an Individual Retirement Account (IRA) in his own name in the Social Security Credit Union having a current balance in excess of ~~Six~~ <sup>FIVE</sup> Thousand Dollars (\$5,000.00). Husband agrees that at such time as he first becomes eligible to make a withdrawal from his IRA without penalty or at such time as he actually does make a withdrawal from his IRA even if a penalty is assessed, whichever comes first, he shall pay the sum of One Thousand Dollars (\$1,000.00) to each of his three (3) Children.

REC  
10/28/87

#### 9½. WAIVER OF MONETARY AWARD OR ADJUSTMENT

Except as otherwise provided in this Agreement, each of the parties hereby for himself or herself, and his or her respective heirs, personal representatives and assigns releases and/or waives any rights, benefits, claims, demands, and interests which either may have or which may arise under the Family Law Article of the Annotated Code Of Maryland referred to as the Property Disposition in Annulment and Divorce, Sections 8-201 through 8-213, as now enacted and codified or as hereinafter amended from time to time including, but not limited to the release and/or waiver of the rights for any monetary award, monetary award as an adjustment of the equities and rights of the parties concerning marital property; ownership, use, possession or control of any personal property, real property, family home, family use personal property, marital property, or other assets, chattels, or property real, personal or mixed as presently defined or hereafter defined or redefined, including but not limited to any right or interest in any pension or retirement, any profit sharing or any annuity right, or part thereof of the other.

The parties further agree that this waiver is non-modifiable and not subject to any retrospective or retroactive application of any Statute, rule, law or legal decision.

REC  
10/28/87

## 10. PENSION WAIVER

Each of the parties hereby expressly waives any legal right either may have under any Federal or State law as a spouse to participate as a payee or beneficiary under any interests the other may have in any pension plan, profit-sharing plan, or any other form of retirement or deferred income plan including, but not limited to, the right either spouse may have to receive any benefit, in the form of a lump-sum death benefit, joint or survivor annuity, or pre-retirement survivor annuity pursuant to any State or Federal law, and each of the parties hereby expressly consents to any election made by the other, now or at any time hereafter, with respect to the recipient and the form of payment of any benefit upon retirement or death under any such pension plan, profit-sharing plan, or other form of retirement or deferred income plan.

## 11. DEBTS

Except as otherwise provided herein, each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefor. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this

Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

## 12. INCOME TAX RETURNS

The parties shall file joint Federal and State income tax returns for the calendar year 1987 if both agree to do so. In such event, the parties agree to pay the cost of preparing the tax returns and to pay all of the taxes due thereon pro rata, and also to divide any refunds due pro rata, in the same proportion that their respective separate incomes bear to the total gross income for Federal income tax purposes in such year, making whatever adjustments between themselves as are necessary to reflect withholding, any balances due, and/or any refunds; and each party will save and hold the other party harmless of and from all claims for taxes, interest, additions to taxes, penalties and expenses in connection with his own income and deductions.

## 13. MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights, or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce.



Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is liable, and each party covenants and agrees to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her.

#### 14. RESERVATION OF GROUNDS FOR DIVORCE

Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

#### 15. COUNSEL FEES; COURT COSTS

Simultaneously with the execution of this Agreement, Husband shall pay to Wife the total sum of Three Hundred Twenty-Five Dollars (\$325.00) representing one-half (1/2) the cost of this Agreement and one-half (1/2) the cost of filing suit to obtain an uncontested divorce. Except as provided in the preceding sentence, each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present or future, except that if either party breaches any provision of this Agreement, or is in default thereof, said party shall be responsible for any legal fees incurred by the other party in seeking to enforce this Agreement. If a divorce proceeding is

brought by either party against the other, the parties shall divide all court costs thereof, including any Master's fee, equally between them.

#### 16. ACKNOWLEDGEMENT OF WIFE'S COUNSEL

Husband hereby acknowledges that he is aware that Keith D. Saylor, Esquire, prepared this Agreement as counsel for Wife alone, and that said attorney has not and does not represent him and that he has made no representation to him other than by these presents advising him that he should have independent counsel of his own choosing and that Keith D. Saylor, Esquire, is counsel for Wife alone.

#### 17. MISCELLANEOUS

A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

B. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Md. Family Law Code Ann. Sections 8-201 through 8-213, as from time to time amended, including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if

any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

C. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce, but not merged therein. It is further agreed that regardless of whether this Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree but said Agreement and all of the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

D. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Husband and Wife acknowledge that this Agreement is a fair and reasonable agreement, and that it is not the result of any fraud, duress, or undue influence exercised by either party upon the other, or by any person or persons upon either party.

E. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

F. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.

G. No provision of this Agreement shall be interpreted for or against any party hereto by reason that said party or his or her legal representative drafted all or any part hereof.

H. Should any provision of this Agreement be found, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other State of the United States, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors, and assigns.

I. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:

*Judith A. Gist*  
*Laura A. Johnson*

*Mary Elizabeth Ciara* (SEAL)  
MARY ELIZABETH CIARA  
*Mario Dominic Ciara* (SEAL)  
MARIO DOMINIC CIARA



BOOK 32 PAGE 411

STATE OF MARYLAND)  
TO WIT:  
COUNTY OF CARROLL)

I HEREBY CERTIFY, that on this 28th day of October, 1987, the above-named MARY ELIZABETH CIARAPICA, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



Judith A. Gist  
NOTARY PUBLIC  
My Commission Expires: 7-1-90

BOOK 32 PAGE 412

STATE OF AZ. TO WIT:  
COUNTY OF Maricopa

I HEREBY CERTIFY, that on this 22nd day of Oct., 1987, the above-named MARIO DOMINIC CIARAPICA, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

James E. Williams  
NOTARY PUBLIC

My Commission Expires: 11-1-89

CARL A. YELTON : IN THE  
 Plaintiff : CIRCUIT COURT  
 vs. : FOR  
 CHERYL L. YELTON : CARROLL COUNTY  
 Defendant : CASE NO. CV3904

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this *24<sup>th</sup>* day of *November*, ~~September~~, 1987, the Cross-Plaintiff, CHERYL L. YELTON, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Cross-Defendant, CARL A. YELTON; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor child of the parties, CARL ALLEN YELTON (born May 5, 1979) be and the same is hereby awarded to the Cross-Plaintiff with the right on the part of the Cross-Defendant to visit said child at reasonable times and under proper circumstances subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Cross-Defendant pay unto the Cross-Plaintiff the sum of Thirty Dollars (\$30.00) per week as child support, subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Cross-Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the Cross-Defendant shall be subject to earnings withholding;

*Filed November 24 1987*

(2) The Cross-Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Cross-Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Cross-Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated July 1, 1987 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Cross-Plaintiff pay the costs of this proceeding.

*Paul K. Burns*  
 JUDGE



VOLUNTARY SEPARATION  
AND  
MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 1st day of July, Nineteen Hundred and Eighty Seven, by and between CARL AMEROSE YELTON, hereinafter called "Husband", and CHERYL LYN YELTON hereinafter called "Wife",  
WITNESSETH:

EXPLANATORY STATEMENT

The parties hereto are husband and wife, and were married by a civil ceremony on November 17, 1978 in Westminster, Carroll County, Maryland.

One child was born to them during their marriage to each other, namely a son: CARL ALLEN YELTON, born May 5, 1979, and hereinafter called "child".

That irreconcilable differences have arisen between the parties and they are now and have been since prior to July 1, 1986, living separate and apart from each other, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of terminating the marital relationship between them.

That it is the mutual desire of the parties in this Agreement to formalize the voluntariness of their separation, and to settle all questions and fix their rights and obligations concerning the custody of their child, support of their child, support of themselves and each other, alimony, counsel fees, the property and

CP 42  
9/1/87  
GEOFFREY S. BLACK  
MANCHESTER  
PROFESSIONAL  
CENTER  
3000 MANCHESTER RD  
SUITE 1  
MANCHESTER MD  
21102-0367

possession rights of each other (both as to property owned by them jointly or as tenants by the entireties, and in marital property), and all other matters of every kind and character arising from their marital relationship.

NOW THEREFORE: In consideration of the premises, the mutual promises and covenants and understandings of each of the parties, the parties hereby covenant and agree as follows:

1. SEPARATION and NONINTERFERENCE

The parties do hereby expressly, mutually and voluntarily agree to live separate and apart from each other, in separate residences, without cohabitation, for the purpose of and with a mutual interest in terminating the marital relationship between them. The aforesaid separation commenced prior to July 1, 1986. Each party shall, as far as the law allows, be free from interference, authority, and control, direct or indirect, by the other as fully as if he or she were single and unmarried. Neither shall interfere with or molest the other or endeavor in any way to exercise any marital relations with the other or to compel or endeavor to compel the other to cohabit or dwell with him or her. Neither party shall come to the home of the other party without first having given notice of his or her pending arrival. Each party shall keep the other advised of how he or she may be contacted in the event of an emergency.

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PROFESSIONAL  
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SUITE 1  
MANCHESTER MD  
21102-0367

2. CARE and CUSTODY OF MINOR CHILD

The care and custody of the minor child born unto the parties, namely: CARL ALLEN YELTON (born May 5, 1979), shall be with and remain with the wife.

3. SUPPORT OF MINOR CHILD

The husband shall pay to the Wife the sum of THIRTY DOLLARS (\$30.00) per week for the support of the minor child. Said payments shall commence on the date of this Agreement, and shall permanently cease upon said child (a) reaching the age of legal majority (presently eighteen (18) years of age), (b) marrying, (c) becoming emancipated, (d) becoming self-supporting, (e) entering the armed services, or (f) dying, whichever shall first occur.

4. VISITATION OF MINOR CHILD

Husband shall have the right of reasonable visitation of the minor child, including visitation outside the wife's residence, reserved to him (subject to attending school).

5. WAIVER OF ALIMONY

Contemporaneously with and by the execution hereof, and in consideration of the premises, each of the parties does hereby and forever release and discharge the other from any and all obligations of further support for himself/herself, it being the express intention of the parties to waive, release and surrender any past, present and future claim the party may have against the other for

alimony, support and maintenance, medical expenses, counsel fees now or hereafter existing, or any other claim they may have against the other party arising from the marital relationship.

6. PERSONAL PROPERTY

The parties have heretofore divided up their personal property to their mutual satisfaction. Each of the parties hereby transfers and assigns to the other all of their respective right, title and interest in and to such of the personal property, personal effects and clothing, household chattels which the other party now has in their respective possession, free of any and all claim of the other party.

The personal property, personal effects and clothing of the Wife shall be the sole and separate property of the Wife, free of any claim by or on behalf of the Husband. The personal property, personal effects and clothing of the Husband shall be the sole and separate property of the Husband, free of any claim by or on behalf of the Wife.

7. REAL ESTATE

Neither of the parties to this Agreement owns, or has a financial interest in any real estate holdings.

8. BANK ACCOUNTS, STOCKS, BONDS AND MONETARY ASSETS

All checking accounts, savings accounts, savings bonds, certificates of deposit, stock, bonds, brokerage accounts, securities and other monetary assets have been heretofore divided by the parties



to their mutual satisfaction. Each party Assigns all of their right, title and interest into such of these items as the other now has in their name and possession.

#### 9. DEBTS

The parties hereby covenant and agree with each other that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit. They further covenant and agree that their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

#### 10. WAIVER OF RIGHTS

Except as otherwise provided herein, each of the parties hereto, for himself/herself, and for his or her respective heirs, personal representatives and assigns, grants, remises, waives and releases to the other any and all rights or interest which he or she

has now, or may hereafter acquire, in the real, personal or other property of the other. Each of the parties agrees to execute and deliver all deeds, releases, quit claims or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his or her property as if he or she were unmarried. Each of the parties releases all claims, accounts and demands of any kind or nature against the other party and thus this shall be equivalent to a "General Release," including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including (but not limited to) all claims, demands, accounts and interests arising under the Property Disposition in Divorce and Annulment provisions of the Family Law Article of the Annotated Code of Maryland, and any amendments thereto and any claim against the other or against his or her property by virtue of any future change of any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether such change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties

may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

#### 11. LEGAL FEES and COURT COSTS

Husband and Wife covenant and agree that each shall pay his or her own attorney's fees and Court costs arising out of this Voluntary Separation and Marital Settlement Agreement and any subsequent divorce action should one of the parties bring a Bill of Complaint for Divorce against the other.

#### 12. POWER OF ATTORNEY

In order to effectuate the covenants and agreements of the parties hereto, as hereinabove set forth (but for no other purposes), each of the parties do hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver, according to law such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements set forth herein with respect to the transfer of any real or personal property herein described.

#### 13. INCORPORATION OF AGREEMENT

With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this "Voluntary Separation and Marital Settlement Agreement" shall be incorporated in any Decree of Absolute Divorce which may be passed by said Court. In the event that the said Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then in that event the parties, for themselves, their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

#### 14. DOCUMENTATION and ACTIONS

The parties, for themselves, and their respective heirs, personal representatives and assigns, do mutually agree to join in or execute any instruments and to do any other act that may be necessary or proper to carry into effect any part of this Agreement.

#### 15. MODIFICATIONS and ALTERATIONS

In accordance with the intent and purpose of Section 8-103 of the Family Law Article of the Annotated Code of Maryland, the parties expressly acknowledge that the only provisions of this Agreement that are subject to modification by any Court are the provisions contained in Paragraphs Two (2), Three (3), and Four (4) regarding custody, support, and visitation of the minor child of the parties. All other provisions of this agreement shall be forever binding between the parties except as stated herein, or unless



modified by joint action of both parties or waiver by both parties. This Agreement can be modified, rescinded or abrogated only by a formal written instrument and not by the act of the parties. Therefore, resumption of cohabitation or reconciliation shall not void this agreement. The amendment or deletion of any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof. No Court shall amend, change or alter any provisions herein with respect to the division of property of the parties, or with respect to any provision pertaining to support and maintenance of the Husband and Wife.

#### 16. INCOME TAX RETURNS

For purposes of federal and state personal income tax returns, the parties agree that the Wife shall be entitled to claim the minor child, CARL ALLEN VELTON as a dependent on tax returns for calendar year 1986, and for subsequent years, as long as the minor child is in the custody of Wife.

#### 17. INDEPENDENT COUNSEL

Each party independently acknowledges that he or she has freely and voluntarily entered into this Agreement. Each has had independent legal advice prior to the execution thereof, or has been afforded ample opportunity to acquire independent legal advice prior to the execution hereof.

#### 18. DISCLOSURE

The parties hereby expressly certify that consent to the execution of this Agreement has not been obtained by duress, fraud, or undue influence of any person. Each party independently acknowledges that that he or she has full knowledge of the extent, value and character of the property and estate owned by them separately and jointly, and of their respective incomes, obligations and liabilities. Each party covenants that he or she has fully, fairly, and completely disclosed to the other his or her assets, finances and liabilities prior to the execution hereof.

#### 19. NON-WAIVER OF RIGHTS

Nothing contained in this Voluntary Separation and Marital Settlement Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being expressly reserved.

#### 20. ENTIRE AGREEMENT

This Voluntary Separation and Marital Settlement Agreement, consisting of 12 pages, and signed by the parties in the presence of a notary, contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, covenants, warranties, promises or understandings, oral or written, other than those expressly set forth herein.

#### 21. INTERPRETATION

This Agreement shall be interpreted in accordance with, and controlled by the laws of the State of Maryland.

22. SEVERABILITY

If any of the provisions of this Agreement are held to be invalid and unenforceable, all other provisions shall nevertheless continue in full force and effect.

23. VOLUNTARY EXECUTION

The parties hereto declare and expressly acknowledge that they fully understand all of the terms and provisions of this Agreement; that each has been advised of his or her legal rights and liabilities; that each signs this Agreement freely and voluntarily, without duress, intimidation or coercion, intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and upon their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 23 day of Aug., Nineteen Hundred and Eighty-Seven.

Geoffrey S. Black  
Witness

Cheryl Lyn Yelton (SEAL)  
CHERYL LYN YELTON (WIFE)

Ernest Salmer  
Witness

Carl Ambrose Yelton (SEAL)  
CARL AMBROSE YELTON (HUSBAND)

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 5th day of AUGUST, 1987, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared CHERYL LYN YELTON, and made oath in due form of law, under the penalty of perjury, that the matters and facts contained in the foregoing Voluntary Separation and Marital Settlement Agreement are true and correct, to the best of her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Geoffrey S. Black  
Notary Public

My Commission Expires: 7/01/90.

GEOFFREY S. BLACK  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires July 1, 1990

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 23 day of Aug., 1987, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared CARL AMBROSE YELTON, and made oath in due form of law, under the penalty of perjury, that the matters and facts contained in the foregoing Voluntary Separation and Marital Settlement Agreement are true and correct, to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Ernest Salmer  
Notary Public

My Commission Expires: 7/1/90.



RICHARD ALLEN HORNER, SR. : In the  
 Plaintiff : Circuit Court  
 vs : for  
 ROBIN LEE HORNER : Carroll County  
 Defendant : Case No. CV 4148

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 24<sup>th</sup> day of November, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Richard Allen Horner, Sr., be and he is hereby granted an Absolute Divorce from the Defendant, Robin Lee Horner; and

It is further ADJUDGED and ORDERED that the Plaintiff, Richard Allen Horner, Sr., be and he is hereby awarded the guardianship and custody of Richard Allen Horner, Jr., the minor child of the parties hereto, with the right unto the Defendant, Robin Lee Horner, to visit said child at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, with the exception as to visitation, dated July 12, 1985 and filed in this cause of action, be and it is hereby approved and made a part hereof as if fully set forth herein; and

It is further ADJUDGED and ORDERED that the Defendant pay Plaintiff child support as set out in Paragraph 4 of said Agreement, subject to the further order of this Court; and

*Filed November 24 1987*

It is further ORDERED that this order constitutes an immediate and continuing withholding order on all earnings due the Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, she shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject her to a penalty not to exceed \$250.00 and may result in her not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

*Ruth K. Burns*  
 Judge

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, is entered into this 12 day of July, 1985, by and between RICHARD ALLEN HORNER, SR. ("Husband"), of Carroll County, Maryland and ROBIN LEE HORNER ("Wife"), of Carroll County, Maryland.

EXPLANATORY STATEMENT

The parties were married in a religious ceremony on April 30, 1983, in Keymar, Carroll County, Maryland. One child was born to them as a result of their marriage, namely, RICHARD ALLEN HORNER, JR., born on August 21, 1983. Differences have arisen between the parties and they are now as of the date of this Agreement, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage and have been since March 5, 1985. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their Child, maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

Pl. Exhibit No. 1

## 1. RELINQUISHMENT OF MARITAL RIGHTS

The parties agree they from and after the date of this Agreement, they shall live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him or her shall seem advisable for his or her sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit with him or her by any proceedings for restoration of conjugal rights or otherwise, or exert of demand any right to reside in the home of the other.

## 2. RIGHTS INCIDENT TO MARRIAGE RELATION AND RIGHTS AS SURVIVING SPOUSE

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he or she now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his or her property as if he or she were unmarried. Each of the parties releases all claims and demands of any kind or nature against the



other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands, and interests arising under Chapter 794 (1978) Laws of Maryland and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him or her shall pass by his or her Will or under the laws of descent as the case might be, free from any rights or inheritance, title or claim in the other party as if the parties at such time were unmarried.

### 3. CHILD CUSTODY AND VISITATION

The parties have agreed that the Child shall be in the custody of the Husband and the Wife shall have the right and privilege to visit and have the Child with her every weekend from 6 p.m. Friday until 6 p.m. Sunday.

### 4. CHILD SUPPORT

Wife hereby agrees to pay the husband for the support and maintenance of said Child the sum of Twenty Dollars (\$20.00), per month, payable on the first day of each month or on such other day or days as the parties may agree. Wife's obligation for the Child support payments shall cease and terminate upon the first to occur of any of the following events: (1) The death of the

Child or Wife, (2) the marriage of the Child, (3) the Child's becoming self-supporting, or (4) the Child's arrival at the age of 18 years.

### 5. MARITAL PROPERTY

Prior to the execution of this Agreement, the parties divided up their marital property, both real and personal. The parties agree that the marital property presently in the possession of the Wife shall be and remain in the sole and exclusive property of the Wife, free and clear of and interest of Husband, and all marital property presently in the possession of the Husband shall be and remain the sole and exclusive property of Husband, free and clear of any interest of Wife. Each party shall retain, as his or her sole and separate property, automobiles, stocks, bonds, or other securities, savings and checking accounts, certificates of deposit, money market funds, pensions, profit-sharing plans, individual retirement accounts, deferred compensation of any kind and any other assets of any kind and nature in his or her own name, free and clear of any interest of the other and subject only to the terms of this agreement if applicable.

### 6. ALIMONY AND SUPPORT

It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and inde-

pendently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and Husband releases and discharges Wife, absolutely and forever for the rest of his life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

#### 7. MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce by reason of the voluntary separation under this Agreement or statutory living apart for the requisite period. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is liable, and each party agrees and covenants to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her in accordance with this Agreement.

8. The parties hereby agree that should either party seek to obtain a Divorce, said party will be solely responsible for his or her own attorney's fees and the costs of said proceedings.

#### 9. MISCELLANEOUS

A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purpose of this Agreement.

B. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives, and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Chapter 794, (1978) Laws of Maryland, including, but not limited to any claim to use and possession of the family home, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

C. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

D. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party was represented by independent counsel of his or her own selection in the nego-



tiation and execution of this Agreement, or chose not to be represented by counsel.

E. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and viceversa, where appropriate.

F. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.

G. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals the day and year first above written.

WITNESS:

Robin Lee Horner  
Richard Allen Horner Sr.

Richard Allen Horner Sr.  
Richard Allen Horner, Sr.  
Robin Lee Horner  
Robin Lee Horner

STATE OF MARYLAND, Carroll COUNTY, TO WIT:

I HEREBY CERTIFY that on this 12 day of July, 1985, the above named Richard Allen Horner, Sr. personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Mae P. Hankins  
Notary Public

My commission expires:

7-1-86

STATE OF MARYLAND, Carroll COUNTY, TO WIT:

I HEREBY CERTIFY that on this 12 day of July, 1985, the above named Robin Lee Horner personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Mae P. Hankins  
Notary Public

My commission expires:

7-1-86

NANCY ANN SHRINER : In the  
 Plaintiff : Circuit Court  
 vs : for  
 WAYNE EDWARD SHRINER : Carroll County  
 Defendant : Case No. CV 4591

## JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 24<sup>TH</sup> day of November,  
 Nineteen Hundred and Eighty-seven, that the above-named Plaintiff,  
 Nancy Ann Shriner, be and she is hereby granted an Absolute Divorce  
 from the Defendant, Wayne Edward Shriner; and

It is further ADJUDGED and ORDERED that the Marital Settlement  
 Agreement by and between the parties hereto, dated August 11, 1987  
 and filed in this cause of action, be and it is hereby approved and  
 made a part hereof as if fully set forth herein; and

It is further ADJUDGED and ORDERED that the name of the Plain-  
 tiff, Nancy Ann Shriner, be and the same is hereby changed to Nancy  
 Ann Bare, her former married name before her marriage to the Defen-  
 dant, Wayne Edward Shriner; and

It is further ORDERED that the Plaintiff pay the costs of  
 these proceedings.

*R. K. Burns*  
 Judge

*Filed November 24, 1987*

## MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 11 day of August,  
 Nineteen Hundred and Eighty-seven, by and between WAYNE EDWARD SHRINER,  
 whose present mailing address is c/o Maurice Shriner, 118 Water Street,  
 Thurmont, Maryland 21788, hereinafter called "Husband", and NANCY ANN  
 SHRINER, whose present mailing address is 515 Daisy Drive, Taneytown,  
 Maryland 21787, hereinafter called "Wife".

## RECITATIONS:

The parties hereto are Husband and Wife, having been duly married  
 by civil ceremony in Carroll County, State of Maryland, on the 2 day of  
 June, 1980

The parties have mutually agreed to voluntarily separate and did  
 so on March 3, 1986, and thereafter to live separate and apart without  
 cohabitation, and that their intent in doing so is to terminate the marital  
 relationship between them.

The parties mutually desire to formalize the voluntariness of  
 their separation by this Marital Settlement Agreement, and to fix their  
 respective rights with regard to support of themselves and each other, the  
 property and possession rights of each, and the liabilities and obligations  
 of each as well as all other matters arising out of the marital relationship  
 between them.

NOW, THEREFORE, in consideration of the premises, the mutual  
 benefits arising hereunder, the covenants of each, and for the purposes of  
 accomplishing the ends sought, Husband and Wife agree as follows:

AGREEMENT TO LIVE  
SEPARATE AND APART

(1) The parties do hereby expressly agree to live separate and  
 apart from one another, in separate residences, without cohabitation for the  
 purpose of and with a mutual interest of terminating the marriage and the  
 marital relationship between them. Said separation commenced on March 3,  
 1986.

Neither of the parties shall interfere with or molest the other,  
 nor endeavor in any way to exercise any marital control or right over the  
 other, or to have any marital relations with the other, or to exert or  
 demand any right to reside in the home of the other. Each party shall be  
 free to go his or her own respective way as fully and to the same extent as  
 if they had never been joined in matrimony, insofar as the law allows.  
 Neither party shall come to the home of the other without first having given  
 notice of his or her pending arrival.

Pl. Exhibit No. 1



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INDEPENDENT COUNSEL

(2) Each party independently acknowledges that he or she has freely and voluntarily entered into this Agreement. Each has had independent legal advice concerning this Marital Settlement Agreement prior to the execution hereof, or has been afforded ample opportunity to acquire independent legal advice prior to the execution hereof.

KNOWLEDGE OF ASSETS

(3) Each party independently acknowledges that he or she has full knowledge of the extent, value and character of the property and estate owned by them separately and jointly, and of their respective incomes, obligations and liabilities. Each party covenants that he or she has fully, fairly, and completely disclosed to the other his or her assets, finances, and liabilities prior to the execution hereof.

NON-WAIVER OF RIGHTS

(4) Nothing contained in this Marital Settlement Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being herein expressly reserved.

WAIVER OF ALIMONY

(5) Contemporaneously with and by the execution hereof, and in consideration of the premises, Wife does hereby release and discharge Husband from any and all obligations of further support for herself, it being her express intention to waive, release and surrender any present or future claim she may have against the Husband for alimony, support and maintenance, medical expenses, counsel fees now or hereafter existing, or any other claim she may have or acquire against the Husband.

Contemporaneously with and by the execution hereof, and in consideration of the premises, Husband does hereby release and discharge Wife from any and all obligations of further support for himself, it being his express intention to waive, release and surrender any present or future claim he may have against the Wife for alimony, support and maintenance, medical expenses, counsel fees now or hereafter existing, or any other claim he may have or acquire against the Wife.

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PERSONAL PROPERTY  
AND HOUSEHOLD GOODS

(6) The parties have heretofore divided up their personal property to their mutual satisfaction. Each of the parties transfers and assigns to the other all of their respective right, title and interest in and to such of the personal property, personal effects and clothing, household chattels which the parties now have in their respective possession, free of any and all claim of the other party.

MOTOR VEHICLES

(7) The Chevrolet automobile presently titled in Wife's name shall become the sole and separate property of Wife, free of any and all claims by or on behalf of Husband. The said motor vehicle is subject to a lien of Hanover Bank and Trust Company, and Wife agrees to assume responsibility for the payment of said debt and to indemnify and hold Husband harmless from any claim or actions filed against him as the result of said obligation.

REAL ESTATE

(8) The real estate situated at 515 Daisy Drive, Taneytown, Maryland 21787 is titled in the sole name of Wife, and is encumbered to the Farmers Home Administration. Wife agrees to hold Husband harmless from any and all claims arising out of said encumbrance. Husband hereby surrenders all right, title and interest in and to said real property in favor of Wife.

CHECKING ACCOUNTS, SAVINGS ACCOUNTS,  
SAVINGS BONDS, CERTIFICATES OF DEPOSIT,  
STOCKS, AND OTHER MONETARY ASSETS

(9) All checking accounts, savings accounts, savings bonds, certificates of deposit, stock, and other monetary assets have been heretofore divided by the parties to their mutual satisfaction. Each assigns all of their right, title and interest into such of these items as the other now has in their name and possession.

DEBTS

(10) Husband and Wife covenant and agree with the other that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or



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liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit. They further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

#### WAIVER OF RIGHTS

(11) Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under the Property Disposition in Annulment and Divorce provisions of the Family Law Article, Annotated Code of Maryland, and any amendments thereto, and any claim against the other or against his or her property by virtue of any future change or any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

#### LEGAL FEES AND COURT COSTS

(12) Husband and Wife covenant and agree that each shall pay his or her own attorney's fees and Court costs arising out of this Marital

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Settlement Agreement and any subsequent divorce action should one of the parties later bring a Bill of Complaint for divorce against the other.

#### INCORPORATION OF AGREEMENT

(13) With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof.

#### ALTERATIONS, CHANGES, CANCELLATIONS, ETC.

(14) It is intended that none of the provisions of this Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation, or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto. The amendment or deletion or any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof. No Court shall amend, change or alter any provisions herein with respect to the division of property of the parties, or with respect to any provision pertaining to support and maintenance of Husband or Wife.

#### ENTIRE AGREEMENT

(15) This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

#### INTERPRETATION

(16) This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.



## VOLUNTARY EXECUTION

IN WITNESS WHEREOF, the parties have set their hands and seals  
the day and yuear first above written.

WITNESS NANCY ANN SHRINER

AS WITNESS my hand and Notarial Seal.

Notary Public - Commission Expires 7/1/90

AS WITNESS my hand and Notarial Seal.

Notary Public - Commission Expires 7/1/90

## VOLUNTARY EXECUTION

IN WITNESS WHEREOF, the parties have set their hands and seals  
the day and yuear first above written.

WITNESS

WITNESS

AS WITNESS my hand and Notarial Seal.

Notary Public - Commission Expires 7/1/90

AS WITNESS my hand and Notarial Seal.

Notary Public - Commission Expires 7/1/90

JOHN FREDERICK QUINN, JR. : IN THE  
 Plaintiff : CIRCUIT COURT  
 vs. : FOR  
 EILEEN ANNA QUINN : CARROLL COUNTY  
 Defendant : CASE NO. CV4902

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 24<sup>th</sup> day of November, 1987, that the Plaintiff, JOHN FREDERICK QUINN, JR., be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, EILEEN ANNA QUINN; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated October 27, 1987 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

*Robert K. Burns*  
 JUDGE

*Filed November 24 1987*

VOLUNTARY SEPARATION AND  
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 27 day of OCTOBER, 1987, by and between JOHN FREDERICK QUINN, JR. ("Husband") and EILEEN ANNA QUINN ("Wife").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony in Baltimore County on November 14, 1964. There has been one child born as a result of this marriage, namely GENE VERNON QUINN, born on June 8, 1965. There are no minor children born as a result of the marriage of the parties. Differences have arisen between the parties and they are now and have been since August, 1979, living separate and apart from one another voluntarily and by mutual consent, in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle questions of maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

1. Relinquishment of Marital Rights

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each

*Ann #1*  
*11/27/87*  
*an*



were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without and free from any control, restraint or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him by any proceeding for restoration of conjugal rights or otherwise, or to exert or demand any right to reside in the home of the other.

2. Rights Incident to Marital Relationship and Rights as Surviving Spouse

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other any and all rights or interest which he now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his property as if he were unmarried. Except as otherwise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marital relationship, now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under the Marital Property Act, Md. Family Law Code, Ann. 8-201 through 8-213, as from time to time amended, and specifically

including any right to act as the other's Personal Representative. It is the intention of each and both parties that during their respective lifetimes, they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him shall pass by his Will or under the laws of descent as the case may be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

3. Mutual Waiver of Alimony

It is the mutual desire of the parties that they hereafter shall maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life, from any and all claims and demands, past, present and future, for alimony and support, both pendente-lite and permanent. Husband releases and discharges Wife, absolutely and forever, for the rest of his life, from any and all claims and demands, past, present or future, for alimony and support, both pendente-lite and permanent.

4. Personal Property

Prior to the execution of this Agreement, the parties divided up their personal property to their mutual satisfaction.

The parties will retain their interests in their own separate bank accounts, pension plans, and stocks. The parties acknowledge that Husband owns I.B.M. stock which is currently in joint names. Wife agrees that she will transfer her interest in that stock to Husband. The parties also acknowledge that Wife owns stock in Disney and General Motors Corporation which is currently in joint

names. Husband agrees that he will transfer his interest in that stock to Wife.

#### 5. Real Property

The parties currently own, as tenants by the entireties, real property with improvements known as 6637 Ridge Road, Sykesville, Maryland 21784. The home is subject to the lien and effect of a mortgage. The parties agree that Wife shall purchase Husband's interest in the home for the sum of Forty-eight Thousand, Five Hundred Dollars (\$48,500.00), to be paid in cash at settlement, within <sup>60</sup> days of the execution of this agreement. Wife shall execute an Indemnification Agreement by which she will agree to hold Husband harmless on all obligations associated with the home, including the mortgage.

#### 6. Debts

Each party shall assume all responsibility for debts contracted by by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefore. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of the other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own liability and debt, and shall hold and save the other harmless and indemnify the other, from any such debts or obligations.

#### 7. Attorney's Fees and Costs

Both parties agree to divide equally the attorney's fees incurred in the negotiation or preparation of this Agreement. Should either

party file and action for divorce based upon voluntary separation, the parties agree to divide equally the costs of such an action, including attorney's fees.

#### 8. Mutual Release and Hold Harmless

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement, does for himself or herself, and his or her heirs, legal representatives, executors, administrators, and assigns, release and discharge the other of and from all causes of action, claims, rights or demands whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause of action for divorce.

#### 9. Reconciliation of Parties

No continuation, reconciliation or resumption of the marital relationship shall operate to void this Agreement. It is the mutual intent of the parties that the provisions of this Agreement or settlement of property rights shall nevertheless continue in full force and effect without abatement of any terms or provisions thereof except as otherwise provided by written agreement duly executed by each of the parties after the date of reconciliation.

#### 10. Miscellaneous

A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

B. Except as otherwise provided herein, each of the parties hereto, for himself or herself, and his or her respective heirs, personal representatives and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Maryland



Family Code Ann. 8-201 through 8-213, as from time to time amended, including but not limited to: any claim to use and possession of the family home, if any; any claim to use and possession of family use property, if any; and any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

C. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce, but not merged therein. It is further agreed that regardless of whether this Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree but said Agreement and all of the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

D. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily, for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party has had the opportunity to be represented by counsel of his or her own selection in the negotiation and execution of this Agreement. Husband and Wife acknowledge that this Agreement is a fair and reasonable agreement and that it is not the result of any fraud, duress, or undue influence exercised by either party.

E. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall also mean the singular, and vice versa, where appropriate.

F. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

G. No provision of this Agreement shall be interpreted for or against any party hereto by reason that said party or his or her legal representative drafted all or any part hereof.

H. Should any provision of this Agreement be found, held or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other State of the United States, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, Personal Representatives, executors or assigns.

I. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the said parties have hereunder set their hands and seals the day and year first above written.

WITNESS:

John F. Quinn, Jr.

John F. Quinn, Jr. (SEAL)  
JOHN FREDERICK QUINN, JR.

Eileen Anna Quinn

Eileen Anna Quinn (SEAL)  
EILEEN ANNA QUINN

STATE OF MARYLAND, COUNTY OF Prince George's : TO WIT:

I HEREBY CERTIFY, that on this 27<sup>th</sup> day of October, 1987, the above named JOHN FREDERICK QUINN, JR., personally appeared before me and made oath in due form of law that the matters and facts set

forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated, and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS, my hand and Notarial Seal.

[Signature]  
NOTARY PUBLIC

My Commission Expires: July 1, 1990

STATE OF MARYLAND, COUNTY OF Carroll : TO WIT:

I HEREBY CERTIFY, that on this 27<sup>th</sup> day of October, 1987, the above named EILEEN ANNA QUINN personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated, and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS, my hand and Notarial Seal.

[Signature]  
NOTARY PUBLIC

My Commission Expires: July 1, 1990

MARY DOSCH	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
FRANCIS L. DOSCH	:	CARROLL COUNTY
Defendant	:	CASE NO. CV3808

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 24<sup>th</sup> day of November, 1987, that the Plaintiff, MARY DOSCH, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, FRANCIS L. DOSCH; and

IT IS FURTHER ORDERED, that the Plaintiff be and she is hereby granted the guardianship and custody of the minor child of the parties, namely, MARIE ELIZABETH DOSCH (born February 6, 1973), with the right on the part of the Defendant to visit said child at reasonable times and under proper circumstances all subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant be and he is hereby charged generally with the support of said minor child; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated August 3, 1987 and filed in this case be and the same are hereby made a



part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

*John L. Burns*

JUDGE

VOLUNTARY SEPARATION, CHILD CUSTODY,  
CHILD SUPPORT AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT Made this 31<sup>st</sup> day of <sup>AUGUST</sup>~~July~~, 1987, *Kelly*  
between MARY DOSCH, hereinafter referred to as "Wife", and  
FRANCIS L. DOSCH, hereinafter referred to as "Husband",  
Husband and Wife hereinafter jointly referred to as  
"parties".

EXPLANATORY STATEMENT

The parties were legally married on May 3, 1969 at  
Epiphany Lutheran Church in a religious ceremony in  
Baltimore City, State of Maryland. One child was born as a  
result of the marriage, namely, Marie Elizabeth Dosch, born  
February 6, 1973, hereinafter called the "child".

The parties hereto did voluntarily separate on  
November 6, 1986, with the intent and purpose of ending the  
marriage and they do hereby acknowledge that they have  
continued to live separate and apart voluntarily and intend  
to do so without cohabitation and in separate abodes, with  
the intent and purpose of ending the marriage relationship.

Without waiving any ground for divorce which  
either of them may now or hereafter have against the other,  
the parties deem it in their best interest to enter into  
this Agreement pursuant to Family Law Article, Title 8 of  
the Annotated Code of Maryland, 1984 Replacement Volume, and  
to formalize their voluntary separation as of the date of  
this Agreement, and to adjust and settle all questions  
pertaining to their respective property rights, spousal

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*Handwritten signature and date 11/10/87*

support, maintenance and counsel fees, and all other matters growing out of their marital relationship.

NOW, THEREFORE, in consideration of the mutual covenants of each of the parties and other good and valuable considerations, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns as follows:

1. Reservation of Grounds. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being expressly reserved.

2. Terms of Separation. The parties mutually and voluntarily agree with the intention of terminating the marriage to continue to live separate and apart, in separate places of abode, without any cohabitation.

2.1 Each party shall be free from interference, direct or indirect, by the other as fully as though unmarried. The parties shall not molest or malign each other, nor shall either attempt to compel the other to cohabit or dwell with him or her by any means whatsoever. Each party may, for his or her separate benefit, engage in any employment, business or profession he or she may choose and may reside in such place as he or she may choose.

2.2 The parties recognize the possibility of a reconciliation. It is their intention that a reconciliation, either temporary or permanent, shall in no

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way affect the provisions of this Agreement having to do with the settlement and disposition of their property rights in their respective realty and personalty, unless a new agreement is entered into in writing mutually revoking and rescinding this Agreement and entering into a new one.

3. Alimony, Support and Maintenance of Spouse. Husband and Wife do each hereby waive any and all right or claim to alimony, support and maintenance of spouse, past, present or future. This provision shall not be subject to Court modification.

4. Custody and Visitation. Wife shall have the care and custody of the minor child of the parties subject to the reasonable rights of visitation by Husband.

5. Child Support. Husband acknowledges his legal obligation to contribute to the support and maintenance of the minor child. The matter of child support shall be left open, subject to the right of Wife to petition any Court of competent jurisdiction and request a hearing to set the amount of child support to be paid by Husband.

6. Debts. Wife shall not contract nor incur any debt or liability for which the Husband or his personal property or estate may be responsible, and the Wife shall indemnify and save harmless the Husband from any and all claims or demands made against him by reason of debts or obligations incurred by her from November 6, 1987.

6.1 Husband shall not contract nor incur any debt or liability for which the Wife or her personal

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property or estate may be responsible, and the Husband shall indemnify and save harmless the Wife from any and all claims or demands made against her by reason of debts or obligations incurred by him from November 6, 1987.

6.2 Each of the parties warrant and represent that to the best of their knowledge that there are no joint debts or obligations of the parties, other than a first mortgage loan on the marital home and restaurant/bar business located at 2820 Littlestown Pike in Westminster. Additionally, there is a second loan on the properties secured by a judgment on a friendly suit filed in the Circuit Court for Carroll County in favor of Westminster Bank and Trust Company and against Husband and Wife jointly. Each of the parties agrees to apply for credit in his/her name only.

7. Marital Home and Restaurant/Bar Business. The parties own, as tenants by the entireties, two contiguous parcels of real property located in Westminster, Carroll County, Maryland, known as 2820 and 2820R Littlestown Pike, Westminster, Maryland 21157. The marital home and the restaurant/bar business are situated on these contiguous parcels of property and are both subject to a first mortgage loan to the Westminster Bank and Trust Company. Additionally, there is a second loan on the properties secured by a judgment on a friendly suit filed in the Circuit Court for Carroll County in favor of Westminster Bank and Trust Company and against Husband and Wife jointly.

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This first mortgage and judgment have a combined approximate balance of One Hundred and Ninety-one Thousand Dollars (\$191,000.00), with a combined monthly payment of Two Thousand Forty-five Dollars and eighty-seven cents to the Bank. (\$2,045.87).

7.1 Wife has applied for a refinancing of the mortgage loan and judgment with the Westminster Bank and Trust Company in the approximate amount of Two Hundred Sixty Thousand Dollars (\$260,000.00) prior to the signing of this Agreement.

7.2 Husband agrees to execute any and all documents necessary for Wife to procure said refinancing of the mortgage loan and judgment from the Westminster Bank and Trust Company.

7.3 On the date of settlement on the second mortgage loan, which date ~~is contemplated to~~ <sup>will</sup> be within forty-five (45) days of the signing of this Agreement, ~~OR Agreement is Null and Void~~ <sup>OR Agreement is Null and Void</sup> Husband shall execute two deeds to be prepared at Wife's expense, conveying all of his right, title and interest in both parcels on which are situated the marital home and the restaurant/bar business. Husband shall receive the sum of Fifty Thousand Dollars (\$50,000.00) from the proceeds of the refinanced mortgage loan on the date of settlement.

7.4 Husband agrees upon the payment of the Fifty Thousand Dollars (\$50,000.00) as stated he is forever relinquishing any claim he may have, whether past, present, or future, to any interest in the real estate, the marital

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home, the restaurant and bar business, or to share in any of the profits of the business. Upon payment of the Fifty Thousand Dollar (\$50,000.00) sum to the Husband, the marital home, restaurant/bar real estate, and the restaurant/bar business, and any profits therefrom shall constitute the sole and exclusive property of the Wife.

7.5 Wife agrees to pay all expenses, charges, and fees in connection with settlement on the properties and recording the deeds from Husband conveying his interest to Wife.

7.6 Husband agrees that in the event he shall fail or refuse to execute any documents necessary for Wife to procure the refinancing mortgage loan on the properties or the deeds to the properties at the time of settlement, he shall be liable to Wife for all monies paid by her in applying for said loan. Husband shall also be liable to Wife for all expenses, including court costs and reasonable attorney's fees, incurred by her in litigation or otherwise in enforcing this Agreement.

8. Personal Property. All tangible personal property and household chattels presently located at the parties' restaurant/bar business and residence, with the exception of those listed on Schedule A which is attached hereto, shall be the sole and exclusive property of Wife. Schedule A which is attached hereto is the tangible personal property of the Husband. Husband shall remove his tangible

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personal property from the marital home at the time of the settlement on the real property.

9. Waiver of Marital Property Rights and Estate Rights by Wife. Except as otherwise herein provided by this Agreement, the Wife hereby relinquishes and releases unto the Husband, his heirs, personal representatives and assigns, all rights and claims of inheritance by descent or otherwise to any and all of his real, personal property, or other property of any nature whatsoever now held or hereafter acquired by him, including any rights she may have to a share of his estate as surviving spouse under the Estates and Trust Article of the Annotated Code of Maryland. Except as herein provided by this Agreement, Wife also relinquishes and releases unto the Husband, his heirs, personal representatives and assigns, all rights growing out of or incident to the marital relationship, including but not limited to any claim arising under Maryland Code (1984 Replacement Volume), Family Law Article, Title 8, or any amendments thereto, and Wife hereby agrees that she will execute or join as a party in any deed or other instrument which may be required by the Husband, his heirs, personal representatives or assigns, for the purpose of divesting any claim, either of dower or curtesy, including inchoate or otherwise, or of the distributive share or otherwise in said property.

10. Waiver of Marital Property Rights and Estate Rights by Husband. Except as otherwise herein provided by

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this Agreement, the Husband hereby relinquishes and releases unto the Wife, her heirs, personal representatives and assigns, all rights and claims of inheritance by descent or otherwise to any and all of her real or personal property now held or hereafter acquired by her, including any rights he may have to a share of her estate as a surviving spouse under the Estates and Trusts Article of the Annotated Code of Maryland. Except as herein provided by this Agreement, Husband also relinquishes and releases unto the Wife, her heirs, personal representatives and assigns, all rights growing out of or incident to the marital relationship, including but not limited to any claim arising under the Maryland Code (1984 Replacement Volume), Family Law Article, Title 8, or any amendments thereto, and Husband further agrees that he will hereinafter execute or join as a party in any deed or other instrument which may be required by the Wife, her heirs, personal representatives or assigns, for the purpose of divesting any claims, either of dower or curtesy, inchoate or otherwise, or of the distributive share or otherwise in said property.

11. Counsel Fees and Court Costs. Husband and Wife shall each be responsible for their individual and respective counsel fees as they pertain to negotiation and/or preparation of this Agreement and related matters, including the institution of any suits for divorce a mensa et thoro or a vinculo matrimonii.

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11.1 Wife throughout these proceedings has been represented by Paul J. Hanley, Esquire, who is representing her only. Husband has consulted on prior occasions with an attorney of his choosing. Husband is aware of the fact that this Agreement has binding legal effect and that it would be advisable to consult with his attorney concerning the legal effect of this Agreement.

12. To Be Governed By The Laws of The State of Maryland. This Agreement is made and executed in the State of Maryland, and the validity, construction, meaning and effect thereof shall be governed and determined by the laws of the State of Maryland. It is covenanted and agreed by and between the parties that this Agreement shall be submitted to the Court having jurisdiction thereof for its approval and any decree entered shall make no other provision for the Wife or Husband except as hereinabove provided, and the said Court shall be requested by the parties hereto to incorporate this Agreement by reference in any decree of judgment that may be entered.

13. Binding Effect. Should any Court fail or decline to incorporate this Agreement or any provision in said decree, then, and in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will, nevertheless, abide by and carry out all of the provisions thereof. It is specifically agreed and understood that the incorporation by any such decree of this Agreement or any

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provision thereof shall not operate as a merger, but, that all of the terms of this Agreement as well as of said decree shall continue to inure to the benefit and be binding upon the parties and their respective heirs, personal representatives and assigns.

14. Further Assurances. The parties for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in and execute any instruments and to do any other act or thing that may be necessary or proper to carry into effect any part of this Agreement, or to release any dower or other rights in any property which either of said Parties may now have or hereafter acquire, including the execution and delivery of such deeds and assurances as may be necessary to carry out the purposes of this Agreement.

15. Miscellaneous. This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties have hereunder set their heirs and seals on the day and year first above written on three copies of this Agreement, each of which is considered an original.

WITNESS:

LAW OFFICES  
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Stephen C. Baker

Mary Dosch (SEAL)  
Mary Dosch

WITNESS:

Stephen C. Baker

Francis L. Dosch (SEAL)  
Francis L. Dosch

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY this 3rd day of August, 1987, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared FRANCIS L. DOSCH, known to me to be or satisfactorily proven to be a party to the above instrument, and he made oath in due form of law that the matters and facts contained therein with respect to the separation of the parties are true and correct to the best of his information, knowledge and belief.

As Witness my hand and Notarial Seal.



My Commission Expires: July 1, 1990

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY this 3rd day of August, 1987, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared MARY DOSCH, known to me or satisfactorily proven to be a party to the above instrument, and she made oath in due form of law that the matters and facts contained therein with respect to the separation of the parties are true and correct to the best of her information, knowledge and belief.

As Witness my hand and Notarial Seal.

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My Commission Expires: July 1, 1990

Stephen C. Baker  
Notary Public



SCHEDULE A

Husband's Personal Property

1. Bedroom furniture set
2. Various guns and gun cabinet
3. Wine bottle collection
4. Mirror collection
5. Hand tools
6. Whiskey decanter collection
7. Beer mug collection
8. One recliner chair
9. Stereo equipment including speakers
10. 35 millimeter camera and related equipment
11. One Bear Cat Scanner

CARLA LEE LAWSON	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
DENNIS WAYNE LAWSON	:	CARROLL COUNTY
Defendant	:	CASE NO. CV4533

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 24<sup>th</sup> day of November, 1987, that the Plaintiff, CARLA LEE LAWSON, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, DENNIS WAYNE LAWSON; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

*Mike L. Burns* JUDGE

RECEIVED IN  
CIRCUIT COURT  
NOV 25 3 36 PM '87  
LANNI A. SHIPLEY  
CLERK

VIRGINIA G. RESPASS : IN THE  
 Plaintiff : CIRCUIT COURT  
 vs. : FOR  
 FREDDIE C. MOWELL : CARROLL COUNTY  
 Defendant : CASE NO. CV4535

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 24<sup>th</sup> day of November, 1987, that the Plaintiff, VIRGINIA G. RESPASS, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, FREDDIE C. MOWELL; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated July 2, 1987 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

*John K. Burns, Jr.*  
 JUDGE

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 21<sup>st</sup> day of JULY, 1987, by and between VIRGINIA GRACE RESPASS ("Wife"), and FREDDIE CARLTON MOWELL, both residents of Maryland.

EXPLANATORY STATEMENT

The parties were married in a religious ceremony on July 28, 1985 in Carroll County, Maryland. No children were born to them as a result of their marriage.

Differences have arisen between the parties and since June 8, 1986, they have been living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this agreement to formalize their voluntary separation and to settle all questions as to their respective rights and responsibilities in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.

*Phn #1  
 11/3/89  
 JCB*



1. RELINQUISHMENT OF MARITAL RIGHTS:

The parties agree they mutually and voluntarily separated on June 8, 1986, and shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him or her shall seem advisable for his or her sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit with him or her by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

2. RIGHTS INCIDENT TO MARRIAGE RELATION AND RIGHTS AS SURVIVING SPOUSE:

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he or she now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his or her property as if he or she were unmarried. Each of the parties releases all claims and

demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under the Laws of Maryland and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him or her shall pass by his or her will or under the laws of descent as the case might be, free from any rights of inheritance, title or claim in the other party as if the parties at such time were unmarried.

3. MOTOR VEHICLES:

Each of the parties transfers all of his or her right, title and interest if any in the motor vehicles possessed by the other.

4. ALIMONY:

The parties are not seeking alimony maintenance or support from each other and waive their right to same.

5. PROPERTY:

Prior to the execution of this Agreement, the parties divided up their personal property not previously mentioned herein. The parties agree that all tangible personal property presently located at Wife's residence shall be and remain the

sole and exclusive property of the Wife, free and clear of any interest of the Husband, and all tangible personal property presently located at Husband's residence shall be and remain the sole and exclusive property of the Husband, free and clear of any interest of the Wife.

6. DEBTS:

Husband shall assume all responsibility for debts contracted by the Husband and/or the Wife up to June 1, 1986 and all debts contracted by Husband after that date, and Husband shall hold and save the Wife harmless from any and all liability therefore. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, shall hold and save the other harmless and indemnify the other from any such debts or obligations.

7. MUTUAL RELEASE AND HOLD HARMLESS:

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights or demands, whatsoever in law or equity, which either of the parties ever had or now has

against the other, except any or all cause or causes of action for divorce by reason of the voluntary separation under this Agreement or statutory living apart for the requisite period. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is liable, and each party agrees and covenants to indemnify the other and save him harmless from any liability for any obligation incurred by him or her in accordance with this Agreement.

10. MISCELLANEOUS:

A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonable in order to effectuate the purposes of this Agreement.

B. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

C. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully



settling and determining all of their respective rights and obligations growing out or incident to their marriage. Each party was represented by independent counsel of his or her own selection in the negotiation and execution of this Agreement, or chose not to be represented by counsel.

D. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

E. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.

F. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals the day and year first above written.

WITNESS:

Tammy Blewins Virginia Grace Respess (SEAL)  
Iva Coblenz VIRGINIA GRACE RESPASS  
Freddie Carlton Mowell (SEAL)  
 FREDDIE CARLTON MOWELL

STATE OF MARYLAND, CARROLL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 21<sup>st</sup> day of July,

-6-

1987, the above-named FREDDIE CARLTON MOWELL personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as thereon stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my Hand and Notarial Seal.

Iva Coblenz  
 NOTARY PUBLIC Iva Coblenz  
 Notary Public, Frederick County, MD  
 My Commission Expires July 1, 1990

STATE OF MARYLAND, CARROLL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 22 day of July 1987, the above named VIRGINIA GRACE RESPASS personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my Hand and Notarial Seal.

Tammy Blewins  
 NOTARY PUBLIC

My Commission Expires: July 1, 1990

-7-



DAVID PAUL GRIFFIN : IN THE  
 Plaintiff : CIRCUIT COURT  
 vs. : FOR  
 CARLA JEAN GRIFFIN : CARROLL COUNTY  
 Defendant : CASE NO. CV4575

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 24<sup>th</sup> day of November, 1987, that the Plaintiff, DAVID PAUL GRIFFIN, be and he is hereby ABSOLUTELY DIVORCED from his wife, the Defendant, CARLA JEAN GRIFFIN; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated October 9, 1986 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

*John K. Burns, Jr.*  
 JUDGE

RECEIVED IN  
 CIRCUIT COURT  
 CARROLL CO., MD.  
 NOV 25 9 43 AM '87  
 LARRY HENRLEY  
 CLERK

THIS AGREEMENT, made this 9<sup>th</sup> day of October, 1986, by and between CARLA JEAN GRIFFIN, hereinafter called "Wife", party of the first part, and DAVID PAUL GRIFFIN, hereinafter called "Husband", party of the second part.

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on September 18, 1982, in Eldersburg, Carroll County, Maryland. No children were born to them as a result of the marriage.

On August 10, 1986, the parties hereto mutually agreed voluntarily to separate and to live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage, and they have continued to do so. Without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interests to enter into this Agreement to formalize said voluntary separation, to settle their respective rights and all other matters growing out of their marital relation.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns as follows:

1. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. The parties, having heretofore mutually agreed to separate and voluntarily live separate and apart in separate places of abode without any cohabitation, with the intention of

Pl # 1  
 11/3/87  
*[Signature]*



terminating the marriage, and having done so since August 10, 1986, do hereby expressly agree to continue to do so. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony.

3. Each of the parties transfers and assigns unto the other all of their respective right, title and interest in and to such of the household furniture, equipment, ornaments, linens, china, silverware and other household chattels which the parties now have in their respective possession.

4. The parties own as tenants by the entireties, in fee simple, the real property known as 217 Sullivan Road, Westminster, Maryland 21157, which is now being occupied as a dwelling by Husband. Said property is subject to a lien or a mortgage held by Reisterstown Federal Savings and Loan Association. Husband shall have the right to occupy said dwelling, rent free, until final settlement on the real property. Husband shall be given the opportunity to market the real property for sale, without a commission to Husband, until September 30, 1986. Effective October 1, 1986, should the property not have been contracted for sale by that date, the parties agree that the property shall be sold for the best price obtainable by listing the property with a duly licensed real estate broker mutually agreed upon between the parties and the net proceeds from the sale of the real property, after payment of the expenses thereof and the mutual debts listed below, shall be divided on a pro-ration of sixty percent (60%) of the net

proceeds to Husband and forty percent (40%) of the net proceeds to Wife. During the period of Husband's occupancy, he shall regularly pay the fixed mortgage payment and Wife shall contribute the sum of Two Hundred Seventy-five Dollars (\$275.00) per month toward the mortgage as her full contribution for said mortgage payment. Husband shall, during the period of his occupancy, keep the property in good order and repair, pay the costs of all minor repairs and maintenance and the costs of all utilities furnished to said dwelling, such as heating oil, gas, electricity and telephone. Any major structural repairs shall be agreed upon between the parties before having the repairs made as to the amount to be paid by each of the parties. To the extent that the fixed monthly payment does not cover the taxes, water, sewer charges and other similar charges and expenses, Husband shall pay the same promptly when said charges are due and payable.

The outstanding indebtedness of the parties to be paid from the net proceeds of the sale of the real property are as follows:

1. Mortgage to Reisterstown Federal Savings and Loan Association -- approximately \$48,000.00.
2. American Frozen Foods -- approximately \$553.00.
3. Master Card -- approximately \$1,000.00.
4. Visa -- approximately \$100.00.
5. Hazard Insurance -- approximately \$61.50
6. Attorney's fees which exceed \$350.00 for the preparation of the Marital Settlement Agreement.

In event Husband shall fail to cooperate to have the real property listed with the realtor as aforementioned effective October 1, 1986, the Husband shall be solely responsible for the above-mentioned mortgage payment without contribution by Wife and

with no deduction from her net proceeds for any portion of mortgage payments made by Husband.

5. Husband shall be entitled to retain as his sole, separate and individual property the 1986 Honda Civic which is titled in the name of the said Husband. There presently exists a car loan with Carroll County Bank and Trust Company in Husband's name alone for which Husband shall be solely responsible and hold Wife harmless from any indebtedness related to this loan.

6. Wife shall be entitled to retain as her sole, separate and individual property the 1978 Pontiac Grand Prix which is to be titled in the name of said Wife.

7. Husband and Wife covenant and agree with the other that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit and they further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

8. In consideration of the provisions contained herein for the respective benefit of the parties, and other good and valuable consideration, each party does, finally, irrevocably and permanently release and waive unto the other any claim or right

to temporary or permanent alimony, support and maintenance, whether past, present or future.

9. Husband and Wife covenant and agree that each shall pay one-half of the attorney's fees related to the preparation of the Marital Settlement Agreement. For attorneys' fees beyond the preparation of the Marital Settlement Agreement, each shall be responsible for their own attorney's fees. Husband and Wife covenant and agree that each shall pay his or her own attorney's fees and court costs arising out of any subsequent divorce action should one of the parties later bring a complaint for divorce against the other.

10. Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under Maryland Annotated Code, Family Law Article, Sections 8-201 through 8-213, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change of any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right,



title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any claim to any pension, retirement, profit sharing funds or annuities, past, present or future and including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

11. Husband and Wife will, upon request, execute such other and further assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof. It is intended that none of the provisions of the Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this Agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

12. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Judgment of absolute divorce which may be

passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Judgment, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof. It is further agreed that, regardless of whether said Agreement or any part thereof is incorporated in any such Judgment, the same shall not be merged in said Judgment, but said Agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives, and assigns.

13. None of the provisions of this Agreement shall be subject to modification by any Court.

14. Husband and Wife hereby agree that they thoroughly understand all the terms and provisions of this Agreement, and that each has been fully informed as to the financial and other circumstances of the other. Each signs this Agreement freely and voluntarily and has had the opportunity to seek the advice of independent counsel. They each regard the terms of this Agreement as fair and reasonable, and each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth herein.

15. This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

16. This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

AS WITNESS the hands and seals of the parties hereto  
the day and year first hereinbefore written.

*Richard A. Brown* *Carla Jean Griffin* (SEAL)  
Witness: CARLA JEAN GRIFFIN

*William J. Burk* *David Paul Griffin* (SEAL)  
Witness: DAVID PAUL GRIFFIN

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 9th day of October,  
1986, before me, the subscriber, a Notary Public in and for the  
State and County aforesaid, personally appeared CARLA JEAN  
GRIFFIN and made oath in due form of law that the matters and  
facts set forth in the foregoing Agreement, particularly with  
respect to the voluntary separation of the parties, are true and  
correct as therein stated and acknowledged said Agreement to be  
her act and deed.

AS WITNESS my hand and Notarial Seal.



*Elizabeth M. Payor*  
Notary Public

My Commission Expires: July 1, 1990.

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 2nd day of October,  
1986, before me, the subscriber, a Notary Public in and for the  
State and County aforesaid, personally appeared DAVID PAUL  
GRIFFIN and made oath in due form of law that the matters and  
facts set forth in the foregoing Agreement, particularly with  
respect to the voluntary separation of the parties, are true and  
correct as therein stated and acknowledged said Agreement to be  
his act and deed.

AS WITNESS my hand and Notarial Seal.

*Carol A. Wear*  
Notary Public

My Commission Expires: July 1, 1990.

MARY CATHERINE EGOLF	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
CHARLES WILLIAM EGOLF, JR.	:	CARROLL COUNTY
Defendant	:	CASE NO. CV4206

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been  
presented by the parties, the proceedings were read and consid-  
ered by the Court.

WHEREUPON IT IS ORDERED, this 30th day of November,  
1987, that the Plaintiff, MARY CATHERINE EGOLF, be and she is  
hereby ABSOLUTELY DIVORCED from her husband, the Defendant,  
CHARLES WILLIAM EGOLF, JR.; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs  
of this proceeding.

*Luke K. Burns* JUDGE

RECEIVED IN  
CIRCUIT COURT  
CARROLL CO., MD  
NOV 30 9 58 AM '87  
WJA  
LARRY W. SHIPLEY  
CLERK



PAMELA JEAN HAINES	:	In the
Plaintiff	:	Circuit Court
vs	:	for
GARY LEE HAINES	:	Carroll County
Defendant	:	Case No. CV 4511

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 30<sup>th</sup> day of November, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Pamela Jean Haines, be and she is hereby granted an Absolute Divorce from the Defendant, Gary Lee Haines; and

It is further ADJUDGED and ORDERED that the Plaintiff, Pamela Jean Haines, be and she is hereby awarded the guardianship and custody of Gary Lee Haines, the minor child of the parties hereto, with the right unto the Defendant, Gary Lee Haines, to visit said child at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Defendant pay direct unto the Plaintiff the sum of \$50.00 per week toward the support of the minor child of the parties until said child attains the age of sixteen, and thereafter said sum shall be increased to \$60.00 per week; and in addition thereto, Defendant shall pay one-half of any medical, dental, optical, orthodontic of like expenses for said child, subject to the further Order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Defendant

on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if the Defendant accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ADJUDGED and ORDERED that the Marital Settlement Agreement by and between the parties hereto, dated July 24, 1987 and filed in this cause of action, be and it is hereby approved and made a part hereof as if fully set forth herein; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

*R. K. Burns*  
Judge

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 24th day of July, Nineteen Hundred and Eighty-Seven, by and between GARY LEE HAINES, whose present mailing address is Box 481, Manchester, MD 21102, hereinafter called "Husband", and PAMELA J. HAINES, whose present mailing address is 3232 York Street, Box 481, Manchester, MD 21102, hereinafter called "Wife".

RECITATIONS:

The parties hereto are Husband and Wife, having been duly married by civil ceremony in Carroll County, State of Maryland, on the 4th day of February, 1974.

The parties have mutually agreed to voluntarily separate and did so on March 1, 1986, and thereafter to live separate and apart without cohabitation, and that their intent in doing so is to terminate the marital relationship between them.

The parties mutually desire to formalize the voluntariness of their separation by this Marital Settlement Agreement, and to fix their respective rights with regard to custody of their children, support of their children, support of themselves and each other, the property and possession rights of each, and the liabilities and obligations of each as well as all other matters arising out of the marital relationship between them.

NOW, THEREFORE, in consideration of the premises, the mutual benefits arising hereunder, the covenants of each, and for the purposes of accomplishing the ends sought, Husband and Wife agree as follows:

AGREEMENT TO LIVE SEPARATE AND APART

(1) The parties do hereby expressly agree to live separate and apart from one another, in separate residences, without cohabitation for the purpose of and with a mutual interest of terminating the marriage and the marital relationship between them. Said separation commenced on March 1, 1986.

Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony, insofar as the law allows. Neither party shall come to the home of the other without first having given notice of his or her pending arrival. Each party shall keep the other advised of how he or she may be contacted in the event of an emergency.

Pl. Exhibit No. 1

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INDEPENDENT COUNSEL

(2) Each party independently acknowledges that he or she has freely and voluntarily entered into this Agreement. Each has had independent legal advice concerning this Marital Settlement Agreement prior to the execution hereof, or has been afforded ample opportunity to acquire independent legal advice prior to the execution hereof.

CARE AND CUSTODY OF MINOR CHILDREN

(3) The care and custody of the minor child born of this marriage; namely, GARY LEE HAINES, born June 5, 1974, shall be with and remain with the Wife.

SUPPORT OF MINOR CHILDREN

(4) The Husband shall pay unto the Wife the sum of FIFTY DOLLARS (\$50.00) per week until the said child attains the age of sixteen (16) years, at which time the said child support shall increase to SIXTY DOLLARS (\$60.00) per week. Said payments shall permanently cease upon said child (a) attaining the age of Eighteen (18) years, (b) marrying, (c) becoming emancipated, (d) becoming self-supporting, (e) entering the armed services, or (f) dying, whichever shall first occur.

MINOR CHILDREN'S MEDICAL EXPENSES

(5) Husband and Wife shall share equally all medical, dental, optical, orthodontic, and like expense which are not covered by any applicable health insurance.

VISITATION

(6) Husband shall be afforded liberal rights of visitation with the children and of visitation by the children with him, all of which shall be reasonable as to times and circumstances.

WAIVER OF ALIMONY

(7) Contemporaneously with and by the execution hereof, and in consideration of the premises, Wife does hereby release and discharge Husband from any and all obligations of further support for herself, it being her



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express intention to waive, release and surrender any present or future claim she may have against the Husband for alimony, support and maintenance, medical expenses, counsel fees now or hereafter existing, or any other claim she may have or acquire against the Husband.

Contemporaneously with and by the execution hereof, and in consideration of the premises, Husband does hereby release and discharge Wife from any and all obligations of further support for himself, it being his express intention to waive, release and surrender any present or future claim he may have against the Wife for alimony, support and maintenance, medical expenses, counsel fees now or hereafter existing, or any other claim he may have or acquire against the Wife.

PERSONAL PROPERTY  
AND HOUSEHOLD GOODS

(8) The parties have heretofore divided up their personal property to their mutual satisfaction. Each of the parties transfers and assigns to the other all of their respective right, title and interest in and to such of the personal property, personal effects and clothing, household chattels which the parties now have in their respective possession, free of any and all claim of the other party.

The personal property, personal effects and clothing of the Wife shall be the sole and separate property of the Wife, free of any claim by or on behalf of the Husband. The personal property, personal effects and clothing of the Husband shall be the sole and separate property of the Husband, free of any claim by or on behalf of the Wife.

CHECKING ACCOUNTS, SAVINGS ACCOUNTS,  
SAVINGS BONDS, CERTIFICATES OF DEPOSIT,  
STOCKS, AND OTHER MONETARY ASSETS

(9) All checking accounts, savings accounts, savings bonds, certificates of deposit, stock, and other monetary assets have been heretofore divided by the parties to their mutual satisfaction. Each assigns all of their right, title and interest into such of these items as the other now has in their name and possession.

DEBTS

(10) Husband and Wife covenant and agree with the other that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her

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estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit. They further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

WAIVER OF RIGHTS

(11) Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under the Property Disposition in Annulment and Divorce provisions of the Family Law Article, Annotated Code of Maryland, and any amendments thereto, and any claim against the other or against his or her property by virtue of any future change or any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.



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LEGAL FEES AND COURT COSTS

(12) Husband and Wife covenant and agree that each shall pay his or her own attorney's fees and Court costs arising out of this Marital Settlement Agreement and any subsequent divorce action should one of the parties later bring a Bill of Complaint for divorce against the other.

INCORPORATION OF AGREEMENT

(13) With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof.

ALTERATIONS, CHANGES, CANCELLATIONS, ETC.

(14) It is intended that none of the provisions of this Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation, or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto. The amendment or deletion or any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof. No Court shall amend, change or alter any provisions herein with respect to the division of property of the parties, or with respect to any provision pertaining to support and maintenance of Husband or Wife.

ENTIRE AGREEMENT

(15) This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

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INTERPRETATION

(16) This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

VOLUNTARY EXECUTION

(17) The parties hereto declare that they fully understand all of the terms and provisions of this Agreement; that each has been advised of his or her legal rights and liabilities; and that each signs this Agreement freely and voluntarily, intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

IN WITNESS WHEREOF, the parties have set their hands and seals this 24th day of July, Nineteen Hundred and Eighty-Seven.

Robert E. Schaefer (SEAL)  
WITNESS  
GARY LEE HAINES  
Pamela J. Haines (SEAL)  
WITNESS  
PAMELA J. HAINES

STATE OF MARYLAND, COUNTY OF CARROLL, to-wit:

I HEREBY CERTIFY that on this 23rd day of July, 1987, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared GARY LEE HAINES, and made oath in due form of law, under penalty of perjury, that the matters and facts contained in the foregoing Marital Settlement Agreement are true.

AS WITNESS my hand and Notarial Seal.



Robert E. Schaefer  
Notary Public - Commission Expires 7/1/90

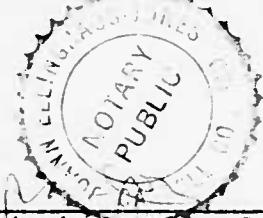


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STATE OF MARYLAND, COUNTY OF CARROLL, to-wit:

I HEREBY CERTIFY that on this 30<sup>th</sup> day of Sept, 1987, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared PAMELA J. HAINES, and made oath in due form of law, under penalty of perjury, that the matters and facts contained in the foregoing Marital Settlement Agreement are true.

AS WITNESS my hand and Notarial Seal.



Notary Public - Commission Expires 7/1/90

RALPH COOLIDGE KRUG	:	In the
Plaintiff	:	Circuit Court
vs	:	for
DIANE CAROL KRUG	:	Carroll County
Defendant	:	Case No. CV 4713

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 30<sup>th</sup> day of November, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Ralph Coolidge Krug, be and he is hereby granted an Absolute Divorce from the Defendant, Diane Carol Krug; and

It is further ADJUDGED and ORDERED that the Defendant, Diane Carol Krug, be and she is hereby awarded the guardianship and custody of Aaron Michael Krug and Ashli Michelle Krug, the minor children of the parties hereto, with the right unto the Plaintiff, Ralph Coolidge Krug, of visitation with said children every other week-end from 5:00 P.M. Friday to 6:00 P.M. Sunday, one evening per week as agreed upon by the parties, and holidays pursuant to a schedule prepared by the parties, all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Plaintiff pay direct unto the Defendant, the sum of \$60.00 per week per child, for a total of \$120.00 per week, toward the support of the minor children of the parties, and, in addition thereto, shall pay one-half of all medical bills not covered by insurance, and one-half the cost of education of the children up to and including basic college education, subject to the further order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Plaintiff on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if the Plaintiff accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Plaintiff shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the name of the Defendant, Diane Carol Krug, be and the same is hereby changed to Diane Carol Shipley, her maiden name before her marriage to the Plaintiff; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

*Luhe K. Burns*  
Judge

MICHAEL M. FORD	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
CHARLENE L. FORD	*	CARROLL COUNTY
Defendant	*	Case No. CV 4345

\*\*\*\*\*

#### JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

Whereupon it is this 1<sup>st</sup> day of December, 1987, ORDERED, ADJUDGED AND DECREED that the Plaintiff, MICHAEL M. FORD, be, and he is hereby, ABSOLUTELY DIVORCED from the Defendant, CHARLENE L. FORD; and

It is FURTHER ORDERED that the pertinent parts of the Separation Agreement between the parties dated October 21, 1986, and the Addendum thereto dated November 10, 1987, both filed in this case, be, and the same are hereby, made a part hereof as if fully set forth herein; and

It is FURTHER ORDERED, ADJUDGED AND DECREED that the Defendant is receive, pursuant to this Qualified Domestic Relations Order, a portion of the Plaintiff's benefits from the Plaintiff's retirement plan known as Legg Mason Wood Walker Profit Sharing Trust, and it is further acknowledged by the Court that said benefits are to be paid as follows:

A. The participant is Plaintiff, Michael M. Ford (Social Security No. 218-38-4289), 2500 Bachman Valley Road, Manchester, Maryland 21102; the alternate payee is Defendant, Charlene L. Ford (Social Security No. 214-40-3862), 4328 White Oak Court, Hampstead, Maryland 21074.

*Filed Dec. 2, 1987*



B. The Plaintiff's retirement plan (the "Plan") is the Legg Mason Wood Walker, Inc. Profit Sharing Plan and Trust F/B/O Michael Ford.

C. The Plan Administrator is Legg Mason Wood Walker, Incorporated.

D. As a result of the finalization of the divorce between the parties in this Order, and the execution of documents required by the "Plan" \$17,500.00 formerly the property of the Plaintiff within said plan and at the Plaintiff's option pursuant to the Separation Agreement as incorporated herein is awarded as Defendant's sole and exclusive property. All ownership right in that amount will belong to the Defendant, Charlene L. Ford.

The number of payments applicable to the Judgment of Absolute Divorce as a QDRO shall be one at this time in the amount of \$17,500.00.

To the extent permitted by law, Charlene L. Ford has the right to select the time of receipt of her benefits, provided that the time selected does not affect Michael M. Ford's right to select the time the benefit commences or the amount of his benefit.

This assignment of benefits does not require the designated plan to provide any type or form of benefit, or any option not otherwise provided under the plan, nor does this assignment require the plan to provide increased benefits (determined on the basis of actuarial value). This assignment does not require the plan to provide benefits to an alternate payee, which is required to be paid to another alternate payee under another order previously determined to be a Qualified Domestic Relations Order.

This Order is designed to meet the definition of a QDRO under Section 206(d)(3)(C) and (D) of the Employee Retirement Income Security Act of 1974, as

amended, and Section 414(p) of the Internal Revenue Code of 1954, as amended.

The terms and provisions of this Order are not to be construed to:

(i) Require a plan to provide any type or form of benefit, or any option not otherwise provided for under the plan.

(ii) Require a plan to provide increased benefits (determined on the basis of actuarial value).

(iii) Require the payment of benefits to Defendant, which are required to be paid to another alternate payee under another Order previously determined to be a QDRO.

Jurisdiction over the parties and the subject matter is expressly reserved for the purpose of amending the Order to cause it to meet the definition of a QDRO in the event that this Order is determined by a Plan Administrator or any Court of competent jurisdiction not to meet that definition.

And it is FURTHER ORDERED that the Plaintiff shall pay the costs of these proceedings.

*Robert K. Bunn*  
JUDGE

VOLUNTARY SEPARATION AND  
PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 21<sup>st</sup> day of October, 1986, by and between MICHAEL M. FORD, of Carroll County, Maryland, herein called "Husband", and CHARLENE L. FORD, of Carroll County, Maryland, herein called "Wife".

WHEREAS, the parties hereto are now husband and wife, having been legally married by a religious ceremony in Baltimore, Maryland, on October 10, 1964, and whereas certain irreconcilable differences have arisen between said parties for which reason they have voluntarily consented and agreed to separate and no longer to reside together as husband and wife, said voluntary separation having occurred on or about June 15, 1986, and said separation having been continuous since that date, and that said parties do hereby voluntarily consent and agree from the date of this agreement to continue to live separate and apart from each other during their natural lives, it being fully understood that nothing herein contained shall be construed in any way as waiving or condoning any cause for divorce.

AND WHEREAS, the parties intend and contemplate that their separation shall be permanent, in connection with which separation it is the intention and desire of the parties that there be a complete, final and effective division and settlement of their respective rights and holdings, except as herein otherwise provided, and the relinquishment of all rights, interest and claims which one party might otherwise have upon the property of the other.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and to accomplish the ends sought, both parties

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on*

with full knowledge of the extent, value and character of the properties owned by them separately and jointly, and of their respective income, obligations and needs, after due consideration, do fully and voluntarily agree as follows:

## CHILDREN

That the care, custody and control of the minor child of the parties, namely, ROBERTA SUE FORD, born February 7, 1976, shall be joint between the parties. Said child will reside principally with the wife. Each party will share equal responsibility regarding the major decisions affecting Roberta Sue Ford's welfare. Such decisions include, but are not limited to, decisions regarding her education, religious training and health care.

Husband shall pay to wife the sum of One Thousand Dollars (\$1,000.00) each month for the support and maintenance of said child for each month the child is in the physical custody of wife until said child reaches the age of eighteen (18) years, marries, becomes self-supporting or dies, whichever shall first occur.

The parties will also share joint custody of JOSEPH SMITH FORD, born December 7, 1968, and said child will reside principally with the husband. Each party will share equal responsibility regarding the major decisions affecting Joseph Smith Ford's welfare. Such decisions include, but are not limited to, decisions regarding his education, religious training and health care.

Neither party shall come to the premises of the other for visitation without a prior telephone call or other prior arrangement. Wife and husband shall keep the other advised of any changes of residence addresses and telephone numbers.



It is agreed by and between the parties that husband shall have the right to claim both children as exemptions for purposes of Federal and State income tax returns for each year that the parties, individually or jointly, are eligible to claim said child as an exemption for purposes of Federal and State income tax returns.

It is agreed by and between the parties that husband will assume full responsibility for the customary and ordinary expenses associated with the college education of the children of the parties. Husband will pay all customary and ordinary expenses including, but not limited to, tuition, room and board and books for Joseph Smith Ford for the remainder of his college education. Husband will additionally pay similar expenses for a four-year college education for Roberta Sue Ford. Husband's obligation to assume responsibility for the undergraduate education of the children of the parties will cease to exist at such time as each said child completes a four-year college program, or at age twenty-five (25), whichever shall first occur.

#### LIFE INSURANCE

Husband agrees to maintain life insurance on behalf of wife in the amount of NINETY THOUSAND DOLLARS (\$90,000.00). It is further agreed that husband will have the right to reduce said life insurance policy on the anniversary date of said policy each year in an amount equal to the alimony payments paid by husband and received by wife pursuant to Paragraph 4 and/or Paragraph 5 of the provisions set forth under the heading SUPPORT contained herein. Husband's obligation to maintain said life insurance will cease at the same time as his obligation as set forth in Paragraphs 4 and/or 5 of the SUPPORT provisions contained herein. It is further agreed that beneficiaries to be named in the life insurance policy on

wife's life will be the children of the parties; each child is to be a one-third (1/3) beneficiary of said life insurance policy. It is further agreed that with respect to Roberta Sue Ford, her interest in said life insurance will be paid to a trustee until such time as she reaches the age of majority.

It is further agreed by and between husband and wife that husband will maintain currently existing life insurance in an amount of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) pursuant to the following conditions:

Husband will be obligated to maintain NINETY-SIX THOUSAND DOLLARS (\$96,000.00) of said life insurance policy, said sum to be reduced by the sum of \$12,000.00 a year on the anniversary date of this Agreement for as long as Roberta Sue Ford remains in the care and custody of the wife. With respect to said \$96,000.00 worth of life insurance, the beneficiary of this amount will be the wife as trustee for the benefit of Roberta Sue Ford. Husband's obligation with respect to the maintenance of this portion of the life insurance will cease totally at such time as Roberta Sue Ford reaches the age of eighteen (18) years, marries, becomes self-supporting or dies, whichever shall first occur.

Husband will maintain an additional NINETY THOUSAND DOLLARS (\$90,000.00) worth of life insurance to insure payment of the monies due from husband to wife as set forth in Paragraphs 4 and/or 5 of the SUPPORT provisions contained herein. Husband shall have the right on an annual basis to reduce the amount of said life insurance maintained for the benefit of the wife by the amount that said obligation has been reduced in the prior twelve (12) months. Husband's obligation to maintain said life insurance in the amount of \$90,000.00, or any reduced amount pursuant to the formula set forth herein, will cease when husband has fulfilled his obligation as

set forth in Paragraphs 4 and/or 5 of the SUPPORT provisions contained herein, or upon the death of wife, whichever shall first occur.

Husband will maintain the remaining ONE HUNDRED FOURTEEN THOUSAND DOLLARS (\$114,000.00) worth of life insurance to insure payment of the college expenses of the children of the parties as set forth herein. With respect to the \$114,000.00 worth of life insurance benefits, the beneficiary of said policy will be a trust wherein the wife is named as trustee for the benefit of Roberta Sue Ford and Joseph Smith Ford. Husband's obligation to maintain said insurance policies to insure the college expense of said children will cease at such time as the youngest living child of the parties completes her fourth year of college education, or at such time as said child reaches the age of twenty-five (25), whichever shall first occur.

#### HEALTH INSURANCE

It is agreed by and between husband and wife that husband will maintain wife on his currently existing medical insurance policy for a period of eighteen (18) months beginning January 1, 1987. If either of the parties obtains a final divorce during said period of time, husband will continue to carry wife on his medical insurance policy, but each party will assume one-half (1/2) the cost of the premiums for said policy during that period of time subsequent to divorce and ending eighteen (18) months subsequent to January 1, 1987.

It is further agreed by and between the parties that husband will maintain medical insurance at currently existing levels on the minor children of the parties until such time as each child reaches the age of eighteen (18), becomes self-supporting or dies. Wife will be responsible for all uninsured medical expenses with the

exception of any orthodontia needed by the minor children of the parties. Husband will assume responsibility for all needed orthodontia and shall indemnify and hold wife harmless regarding said expense. Husband's obligations hereunder will cease at such time as each child reaches the age of eighteen (18), becomes self-supporting or dies.

#### AGREEMENT TO LIVE SEPARATE AND APART

The parties shall live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him or her shall seem advisable for his or her sole and separate use and benefit, without and free from any control, restraint or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him or her by any proceeding for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

#### PERSONAL PROPERTY

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does release, transfer and assign unto wife all of his right, title and interest in and to all furniture, household effects and personal property now in the possession of wife which were formerly jointly owned by the parties or owned separately by each, except as herein provided.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does release, transfer and assign



unto husband all of her right, title and interest in and to all furniture, household effects and personal property now in the possession of husband which were formerly jointly owned by the parties or owned separately by each, except as herein provided.

The parties acknowledge that they have made full disclosure of all assets and liabilities that each may have individually or jointly as of the date of separation. Husband acknowledges ownership of all accounts as set forth on Exhibit A attached hereto. Wife acknowledges ownership of all accounts as set forth on Exhibit B attached hereto.

#### REAL PROPERTY

The parties hereto acknowledge ownership, as tenants by the entireties, of real property and improvements thereon known as 2500 Bachman Valley Road, Manchester, Maryland. It is agreed by and between the parties that wife shall transfer to husband any and all interest that she may have in said real property and improvements thereon. Husband agrees to indemnify and hold wife harmless regarding the transfer and ownership of said real property. Husband further agrees to assume all responsibility for monies due Randolph Arbaugh, CentraBank and A.P. Boone & Son with respect to mortgages and improvements made to said residence. It is agreed by and between the parties that husband will pay for all costs associated with the transfer of said real property and improvements thereon, including the cost of the preparation of any necessary documents to effect the transfer of said property and any recording costs associated therewith.

#### SUPPORT

1. Husband expressly forever waives any

present or future claim he may have against wife for alimony and/or support for himself.

2. Husband will pay wife the sum of One Thousand Dollars (\$1,000.00) per month for a period of six (6) months beginning in July of 1986.

3. Husband will pay wife the sum of One Thousand Dollars (\$1,000.00) a month alimony for a period of eighteen (18) months, or until wife dies or remarries, whichever shall first occur, said payments to begin on January 1, 1987.

4. Husband will additionally pay wife the sum of One Thousand Two Hundred Fifty Dollars (\$1,250.00) a month alimony beginning January 1, 1987. Husband will make said payments for seventy-two (72) consecutive months (total \$90,000.00), or until wife dies, whichever shall first occur.

5. In husband's discretion, or should he be placed into a position of hardship, husband will be able to satisfy his obligation to pay the unpaid balance of the alimony as set forth in Paragraph 4 herein by the transfer of an interest equal in amount to the unpaid balance of said obligation, from one or more of husband's profit sharing accounts. It is further agreed by and between the parties that this provision is conditioned upon the incorporation of this Agreement into a Judgment of Absolute Divorce by a Court of competent jurisdiction, and upon the issuance by such Court of an Order which qualifies as a Qualified Domestic Relations Order ("QDRO"), as defined in Section in 414(p) of the Internal Revenue Code of 1954 and the regulations promulgated thereunder, as may from time to time be amended (herein collectively referred to as the "Code"). The QDRO will incorporate the appropriate provisions of this Separation Agreement. The parties further agree that the QDRO will allow wife

to name her children, a trust for her children, or her estate, as beneficiaries for her interest if she dies prior to distribution, and will further provide that wife shall qualify as a surviving spouse of husband pursuant to Code Section 414(p) (5) as to her interest in the event husband dies prior to final distribution to wife.

The information pursuant to Code Section 414(p) (2) is as follows:

(a) The name of the participant is Michael M. Ford.

(b) The last known mailing address of the participant is 2500 Bachman Valley Road, Manchester, Maryland 21102.

(c) The name of the alternate payee is Charlene L. Ford.

(d) The last known mailing address of the alternate payee is 4328 White Oak Court, Hampstead, Maryland 21074.

(e) The amount of the participant's benefit to be paid by the plan administrator to the alternate payee is (an amount will be filled in equal to the unpaid balance on alimony pursuant to Paragraph 4 as set forth herein) plus any accrued and unpaid income attributable thereto, such income accruing from (the date to be inserted reflecting the month following the date upon which husband made his last alimony payment pursuant to Paragraph 4 provided herein) as a result of the investment of said sum by wife and calculated annually on the valuation date for each Plan year, commencing (this date will be filled in at such time as husband elects the option to satisfy his alimony payments through a transfer of his interest in his retirement plan) through the date next preceding or coinciding with husband's earliest retirement age.

(f) The number of payments applicable to the Judgment of Absolute Divorce as a QDRO shall be (this paragraph shall be completed at such time as husband should elect to pursue the option provided in this Agreement to make a transfer of his retirement plan.

(g) The Plan to which the Judgment of Absolute Divorce as a QDRO applies is (to be filled in at the time husband exercises his option).

(h) The provisions of paragraph 13(c) shall not require the Plan to provide a type or form of benefit or an option not otherwise provided under the Plan. In the event the Amendment described in Paragraph 13(b) (8) is not effective within sixty (60) days of the Judgment of Absolute Divorce, then the earliest retirement age shall be that which exists with respect to the Plan at any time subsequent to the date of the Judgment of Absolute Divorce.

(i) The provisions of Paragraph 13 (c) shall not require (this paragraph will be completed by the addition of the name of the plan should husband exercise his option pursuant to this Agreement) to provide increased benefits.

(j) The provisions of paragraph 13(c) shall not require the payment of benefits to the alternate payee which are required to be paid to another alternate payee under another order previously determined to be a QDRO.

It is further agreed that should a QDRO be created equal in amount to the unpaid balance of the \$90,000.00 due from husband to wife, wife will be entitled to any accrued and unpaid income attributable to those monies transferred to wife as a result of the creation of said QDRO. If the monies transferred from husband to wife are segregated as a separate account under the plan, income to be credited to wife's separate account shall be the income actually earned by her



account, commencing from the date that said account is created pursuant to a Court issuing a QDRO. If the monies transferred by husband to wife are not segregated from husband's account, income attributable to wife's interest in the plan shall be credited and accounted for on an annual basis on each annual plan valuation date subsequent to the transfer of said monies from husband to wife, by multiplying the income earned by the husband's account balance during the last prior year ending with the plan valuation date by a fraction, the numerator of which shall be the sum of all monies due and owing from husband to wife pursuant to this provision of the Separation Agreement, plus any income from prior years previously credited to wife's share, and the denominator shall be husband's total account balance on the plan valuation date, not including income earned for the most current year ending with the plan valuation date. The parties further agree that the QDRO will allow wife to name her children, a trust for her children, or her estate, as beneficiaries for her interest if she dies prior to distribution and will further provide that wife shall qualify as a surviving spouse of husband pursuant to Code Section 414(p) (5) as to her interest in the event husband dies prior to final distribution to wife. Husband's obligation to pay the unpaid balance on said \$90,000.00 obligation by way of transferring an interest from his profit sharing plan is expressly conditioned upon the incorporation of this Agreement into any Judgment of Absolute Divorce by a Court of competent jurisdiction upon the issuance by such Court of a Order which qualifies as a QDRO as defined in Section 414(p) of the Internal Revenue Code of 1984 and the regulations promulgated thereunder, as may from time to time be amended.

It is additionally agreed between husband and wife that husband shall pay an additional amount of

support to wife in an amount of support sufficient to pay wife's income tax liability as a result of the receipt of the support payments set forth in Paragraphs 3 and 4 above. Said amounts will be due and owing prior to December 31 in the year the support payments are made pursuant to Paragraph 3 and 4 above. Wife will provide husband all available income information no later than December 1 of each year in order for husband to calculate the amount of additional support to be paid to the wife for that year. Husband's obligation to make said payments will continue as long as he makes payments pursuant to Paragraphs 3 or 4 above, or until such time as wife dies. In the event that the information provided by wife to husband in order to calculate the additional support to be paid proves to be inaccurate, then an adjustment will be made between the parties by April 15 of the following year in accordance with the actual tax burden incurred by the wife for the prior year as a result of the receipt of alimony in said year. In the event that there is an overpayment of support by husband in the prior year, wife will be obligated to reimburse husband for said overpayment. In the event that husband has not paid sufficient support to reimburse wife fully for taxes arising out of her receipt of alimony in said prior year, then husband will be obligated to pay wife said amount to insure that wife has suffered no additional tax burden as result of the receipt of alimony or support in said prior year.

The provisions contained herein for support and maintenance for the wife are not subject to Court modification and wife waives any additional claim she may have against Husband for alimony and/or support for herself.

#### WIFE'S EDUCATION

It is agreed by and between the parties that

husband will contribute a sum up to FIVE THOUSAND DOLLARS (\$5,000.00) towards wife's further education. Said monies will be used to pay tuition and other expenses normally associated with obtaining said education.

#### DEBT

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, husband does hereby agree not to contract debts, charges or liabilities for which wife may be liable, and at all times to keep wife free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by husband in his individual capacity.

That contemporaneously with and by the execution and delivery of this agreement, and in consideration of the premises, wife does hereby agree not to contract debts, charges or liabilities for which husband may be liable, and at all times to keep husband free, harmless and indemnified from any and all debts, charges and liabilities heretofore or hereafter contracted by wife in her individual capacity.

#### MUTUAL RELEASE

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights or demands whatsoever, in law or equity, which each of the parties ever had or now has against the other except any or all cause or causes of action for divorce.

Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives and assigns, releases all claims, demands and interests arising under the Marital Property Act, Ch. 296 (1984) Law of Md., including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

#### RELEASE OF CLAIMS AGAINST SPOUSE'S ESTATE

All property individually owned by either party, real, personal or mixed, of any kind, character or description, or which shall in any manner hereafter devolve on either individually, shall be the sole and separate property of each individually, wholly free from any rights of the other during his or her life or after his or her death, with full power in each to convey, assign, charge or will his or her said individual property as if unmarried. Each of the parties covenants that this agreement shall operate as a full, complete and final settlement, satisfaction, discharge and adjudication of any and all legal rights, claims or demands of either party against the other by way of widow's award, homestead, inheritance, dower, curtesy or any other interest or money demand, which might be asserted by either party hereto against the other party or the property or estate of such other party, to the end that each shall be forever barred from all rights in and to the property and estate, and to the right to administer upon the property and estate, of the other. It is the intention of the parties that during their respective lifetimes they may



deal with their separate estates as if they were unmarried, and upon the death of either, the property, both real and personal, then owned by him or her shall pass by his or her Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim of the other party as if the parties at such time were unmarried.

#### CLAIM FOR DIVORCE

Each party expressly stipulates that the other party retains and reserves the right to begin and conclude a proceeding or proceedings, as he or she may deem convenient, necessary or proper, to obtain a decree of divorce. It is understood and agreed that each party will pay his or her own counsel fees in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, <sup>or</sup> present, ~~or future~~. If a divorce proceeding is brought by either party against the other, the party bringing said action shall be responsible for all Court costs including, but not limited to, any Master's fee incurred in the obtaining of a final divorce.

Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this agreement or any provisions hereof. It is intended that none of the provisions of the agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced in writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this agreement by the parties as

the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth (but for no other purpose) each of the parties does hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver, according to law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the real and tangible personal property herein described.

#### INCORPORATION INTO DECREE OF DIVORCE

With the approval of any Court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this agreement shall be incorporated in said Decree of Divorce, but shall not merge therein. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

#### WAIVER OF MODIFICATION

This Agreement contains the entire understanding between the parties. This Agreement shall not be subject to Court modification. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

The parties hereto declare that they fully understand all the terms and provisions of this agreement; that each has been advised of his respective legal rights and liabilities and that each signs this agreement freely and voluntarily, having had the opportunity to secure the advice of independent counsel, and intending thereby that this agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

AS WITNESS the hands and seals of each of said parties duly witnessed and acknowledged.  
WITNESS:

Grace H. MacLellan (SEAL)  
Michael M. Ford  
Richard J. Jansen (SEAL)  
Charlene L. Ford

STATE OF MARYLAND)  
TO WIT:  
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 21<sup>st</sup> day of October, 1986, the above-named MICHAEL M. FORD personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



Grace H. MacLellan  
Notary Public  
My Commission Expires: 7/1/90

STATE OF MARYLAND)  
TO WIT:  
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 21<sup>st</sup> day of October, 1986, the above-named CHARLENE L. FORD personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Anna M. Godwin  
Notary Public  
My Commission Expires





ADDENDUM TO VOLUNTARY SEPARATION AND  
PROPERTY SETTLEMENT AGREEMENT

THIS ADDENDUM, made this 10<sup>th</sup> day of November, 1987, is to a Voluntary Separation and Property Settlement Agreement executed by and between MICHAEL M. FORD, of Carroll County, Maryland, herein called "Husband", and CHARLENE L. FORD, of Carroll County, Maryland, herein called "Wife", said Voluntary Separation and Property Settlement Agreement having been executed on the 21st day of October, 1986.

NOW, THEREFORE, IN CONSIDERATION of the premises, the mutual covenants and agreements contained herein, and to accomplish the ends sought, both parties do fully and voluntarily agree as follows:

1. The parties agree to modify the provisions captioned "CHILDREN" as follows:

Custody of Roberta Sue Ford, born February 7, 1976, shall remain joint between the parties. Said child will reside principally with the husband. Each party will continue to share equal responsibility regarding the major decisions affecting Roberta Sue Ford's welfare. Such decisions include, but are not limited to, decisions regarding her education, religious training and health care. Husband agrees to continue to pay wife the sum of \$1,000.00 each month pursuant to the provisions contained in the Voluntary Separation and Property Settlement Agreement executed between the parties on October 21, 1986, through the month of June, 1988. Husband's obligation to pay child support to wife for the benefit of Roberta Sue Ford will terminate upon that date. The remainder of the provisions found under "CHILDREN" pertaining to Joseph Smith Ford, born December 7, 1968, and the college expense section, will remain as provided in the Voluntary Separation and Property Settlement Agreement previously executed between the parties.

*Ph # 2  
11/10/87  
[Signature]*

2. The parties further agree to modify the Voluntary Separation and Property Settlement Agreement entered between them on October 21, 1986, as follows:

The parties agree that the provisions found on Page 7 and 8 of said Agreement relating to support will be modified by the inclusion of the following language to numbered Paragraph 4 of said provisions found on Page 8 of said Agreement:

For each additional child support payment made by husband to wife while Roberta Sue Ford is in husband's physical custody, husband will be entitled to a credit in the amount of \$1,000.00 against husband's obligation to pay alimony to wife pursuant to Paragraph 4, Page 8 of the Voluntary Separation and Property Settlement Agreement executed between the parties on October 21, 1986. Said credit will be achieved by a reduction of husband's obligation beginning with the final payment due December, 1992, in the reverse order that said alimony obligation is to be paid. (For example: If husband is entitled to a credit in the amount of \$3,000.00 for child support payments made to wife pursuant to this Addendum, then husband's obligation to pay alimony will be terminated for the months of December 1992, November 1992, and be reduced to \$750.00 for the month of October 1992.)

3. It is expressly agreed by and between the parties that the provisions of the 1986 Tax Reform Act, Section 1843(c)(1) which amends Section 71(f), shall apply to the modifications of the Voluntary Separation and Property Settlement Agreement executed by and between the parties on October 21, 1986, as incorporated in this Addendum.

4. With the approval of any Court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this agreement shall be incorporated in said Decree of Divorce,

but shall not merge therein. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

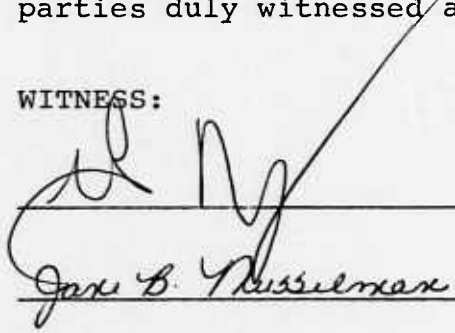
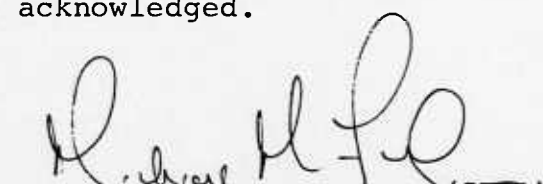
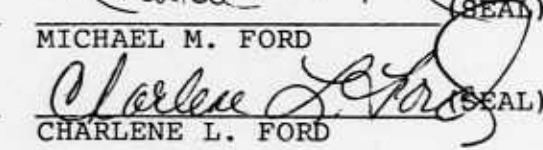
5. It is further understood and agreed by and between the parties that all other provisions set forth in the Voluntary Separation and Property Settlement Agreement shall remain in full force and effect as drafted in the original Agreement and executed on the 21st day of October, 1986.

The parties hereto declare that they fully understand all the terms and provisions of this Addendum; that each has been advised of his respective legal rights and liabilities and that each signs this Addendum freely and voluntarily, acting under the advice of independent counsel, and intending thereby that this Addendum shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

AS WITNESS the hands and seals of each of said parties duly witnessed and acknowledged.

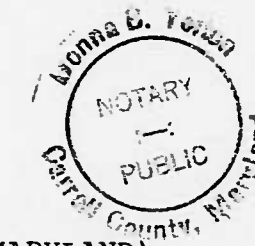
WITNESS:

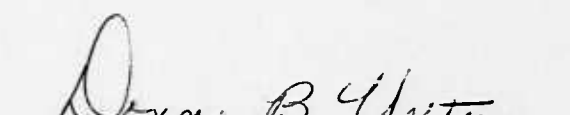
  
Donna B. Musselman  
  
MICHAEL M. FORD  
  
CHARLENE L. FORD

STATE OF MARYLAND)  
) TO WIT:  
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 10<sup>th</sup> day of November, 1987, the above-named MICHAEL M. FORD personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Addendum with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Addendum is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

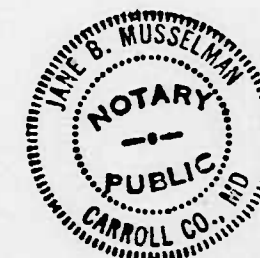


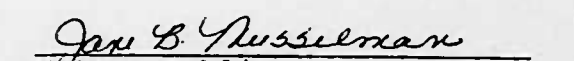
  
Donna B. Musselman  
Notary Public  
My Commission Expires: 7/1/90

STATE OF MARYLAND)  
) TO WIT:  
COUNTY OF CARROLL)

I HEREBY CERTIFY that on this 24<sup>th</sup> day of September, 1987, the above-named CHARLENE L. FORD personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Addendum with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Addendum is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.



  
Donna B. Musselman  
Notary Public  
My Commission Expires: 7/1/90



BOOK 32 PAGE 523

BARBARA KAY ELLEN MALDOON : IN THE  
Plaintiff : CIRCUIT COURT  
vs. : FOR  
PAUL PETER MALDOON : CARROLL COUNTY  
Defendant : CASE NO. CV4313

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 3<sup>RD</sup> day of December, 1987, that the Plaintiff, BARBARA KAY ELLEN MALDOON, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, PAUL PETER MALDOON; and

IT IS FURTHER ORDERED, that the Plaintiff be and she is hereby authorized to resume the use of her maiden name, to wit, BARBARA KAY ELLEN TACKETT; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

Luke R. Burns  
JUDGE

DEC 3 10 30 AM '87

Filed Dec. 3, 1987

BOOK 32 PAGE 524

KIMBERLY KAY PITTINGER \* IN THE  
Plaintiff \* CIRCUIT COURT  
vs. \* FOR  
ROBERT LEWIS PITTINGER, JR. \* CARROLL COUNTY  
Defendant \* CASE NO.: CV 4514

\*\*\*\*\*

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court;

WHEREUPON IT IS ORDERED this 3<sup>RD</sup> day of December, 1987, by the Circuit Court for Carroll County that the above named Plaintiff, KIMBERLY KAY PITTINGER, be and she is hereby granted an Absolute Divorce from the Defendant, ROBERT LEWIS PITTINGER, JR.; and,

It is further ADJUDGED and ORDERED that the Plaintiff is hereby awarded the permanent care and custody of the parties' minor child, namely: SAMANTHA MARIE PITTINGER, with visitation to ROBERT LEWIS PITTINGER, JR. every other weekend from 5:00 p.m. on Friday to 7:00 p.m. on Sunday; and,

It is further ORDERED that the Defendant pay child support through the Bureau of Support Enforcement in the amount of One Hundred Seventy Five Dollars (\$175.00) per month as previously ordered by this Court; and,

JOHNSON, PARKER &  
HESS, P.A.  
ATTORNEYS AT LAW  
196 PENNSYLVANIA AVENUE  
WESTMINSTER, MD 21157  
TELEPHONE  
848-1000  
878-1070

DEC 3 10 30 AM '87

Filed Dec. 3, 1987

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the obligor on and after the date of this Order, subject to the conditions set forth in Md. Code Ann. Fam. Law art., §§ 10-120, et seq.; and,

It is further ORDERED that if the obligor accumulates support payment arrears amounting to more than thirty days of support, he shall be subject to earnings withholding; and,

It is further ORDERED that the obligor shall notify the Court within ten days of any change of address or employment so long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed Two Hundred Fifty Dollars and may result in his not receiving notice of proceedings for earnings withholding; and,

It is further ORDERED that the costs of these proceedings be waived.

*Robert K. Burns, Jr.*  
JUDGE

DAVID EDWARD WILLIAR	:	In the
Plaintiff	:	Circuit Court
vs	:	for
ELIZABETH ANN WILLIAR	:	Carroll County
Defendant	:	Case No. CV 4642

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 3RD day of December, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, David Edward Williar, be and he is hereby granted an Absolute Divorce from the Defendant, Elizabeth Ann Williar; and

It is further ADJUDGED and ORDERED that the Marital Settlement Agreement by and between the parties hereto, dated July 1, 1986 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce;

And it is further ORDERED that the name of the Defendant, Elizabeth Ann Williar, be and it is hereby changed to Elizabeth Ann Hyson, her maiden name before her marriage to the Plaintiff;

And it is further ORDERED that the Plaintiff pay the costs of these proceedings.

*Robert K. Burns, Jr.*  
Judge

*Filed Dec. 3, 1987*



## MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 1st day of July, 1986, by and between ELIZABETH ANN WILLIAR, hereinafter called "Wife", party of the first part, and DAVID EDWARD WILLIAR, hereinafter called "Husband", party of the second part.

## EXPLANATORY STATEMENT

The parties were married by a religious ceremony on November 17, 1984, in Union Bridge, Maryland and no children were born to them as a result of the marriage.

On June 5, 1986, the parties hereto mutually agreed voluntarily to separate and to live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage, and they have continued to do so. Without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interest to enter into this Agreement to formalize said voluntary separation, to settle their respective property, personal and marital rights, the right of the parties to support, maintenance and counsel fees, and all other matters growing out of their marital relation.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns as follows:

1. Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. The parties, having heretofore mutually agreed to separate and voluntarily live separate and apart in separate places of abode without any cohabitation, with the intention of terminating the marriage, and having done so since June 5, 1986, do hereby expressly agree to continue to do so. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony.

3. Husband agrees to carry and keep in force Blue Cross and Blue Shield insurance or its equivalent on the Wife until the date of any Decree of Divorce that may be entered between the parties hereto.

P. Exhibit No. 1

4. Each of the parties transfers and assigns unto the other all of their respective right, title and interest in and to such of the household furniture, equipment, ornaments, linens, china silverware and other household chattels which the parties now have in their respective possession. Except that Wife shall be entitled to the freezer in laundry room and the VCR which are still at the family home.

5. Husband hereby transfers and assigns unto Wife all his right, title and interest in and to the 1982 Chevrolet Camaro Berlinetta, and he shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said automobile in her name alone. Wife shall pay the cost, if any, for the transfer of title. Wife agrees to assume the loan on said vehicle which is currently held by Farmers Bank and Trust Company and to hold Husband harmless with regard to said loan.

6. Husband shall be entitled to retain as his sole, separate and individual property the 1980 Ford Mustang which is titled in the name of the said Husband.

7. Husband shall be obligated to personally pay all obligations and accounts of the parties known to him and incurred prior to the execution of this Agreement either by the said Husband or jointly by the parties including, but not necessarily limited to, any balance yet owing on the loan from New Windsor Bank which was obtained in November of 1985.

8. Husband and Wife covenant and agree with the other that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit and they further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

9. In consideration of the provisions contained herein for the respective benefit of the parties, and other good and valuable consideration, each party does, finally, irrevocably and permanently release and waive unto the other any claim or right to temporary or permanent alimony, support or maintenance, whether past, present or future.

10. Husband and Wife covenant and agree that each shall pay his or her own attorney's fees and Court costs arising out of this Separation Agreement and any subsequent divorce action should one of the parties later bring a Complaint for Divorce against the other.



11. Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may have against the other, whether arising out of the marriage or otherwise, including but not limited to any claim arising under Maryland Annotated Code, Family Law Article, Sections 8-201 through 8-213, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change of any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

12. Husband and Wife will, upon request, execute such other and further assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof. It is intended that none of the provisions of the Agreement shall in any way be altered, changed canceled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this Agreement by the parties as the result of reconciliation or otherwise or by any Court shall not affect the remaining terms and provisions hereof.

13. With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated, but not merged, in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision

thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. Notwithstanding any incorporation, this Agreement shall not be merged in any such Decree, but shall in all respects survive the same and be forever binding and conclusive upon the parties and their respective heirs, personal representatives and assigns.

14. Husband and Wife hereby agree that they thoroughly understand all the terms and provisions of this Agreement, and that each has been fully informed as to the financial and other circumstances of the other. Each signs this Agreement freely and voluntarily and has had the opportunity to seek the advice of independent counsel. They each regard the terms of this Agreement as fair and reasonable, and each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth herein.

15. This Agreement contains the final and entire understanding of the parties. There are no representations, terms conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

16. This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

As witness the hands and seals of the parties hereto the day and year first hereinbefore written.

Witness: Richard A. Goff Elizabeth Ann Williar (SEAL)  
ELIZABETH ANN WILLIAR  
Witness: William J. Goff D. Edward Williar (SEAL)  
DAVID EDWARD WILLIAR

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 24th day of June 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ELIZABETH ANN WILLIAR, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be her act.



Witness my hand and Notarial Seal.

Kelly A. Cornett  
Notary Public

My Commission Expires: 7-1-90



STATE OF MARYLAND, CARROLL COUNTY, to wit:

I hereby certify that on this 1<sup>st</sup> day of July, 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared DAVID EDWARD WILLIAMS, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged said Agreement to be his act.

Witness my hand and Notarial Seal.

My Commission Expires



Notary Public

RICHARD J. HAJEWSKI	:	In the
Plaintiff	:	Circuit Court
vs	:	for
JOAN L. HAJEWSKI	:	Carroll County
Defendant	:	Case No. CV 4647

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 3<sup>rd</sup> day of December Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Richard J. Hajewski, be and he is hereby granted an Absolute Divorce from the Defendant, Joan L. Hajewski; and

It is further ADJUDGED and ORDERED that the Plaintiff, Richard J. Hajewski, and the Defendant, Joan L. Hajewski, be and they are hereby awarded joint custody of Paul Edward Hajewski, and John Andrew Hajewski, the minor-children of the parties, with the children's primary residence being with the Defendant; subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Separation and Property Settlement Agreement by and between the parties hereto, dated July 28, 1986 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ADJUDGED and ORDERED that Plaintiff shall have visitation with the minor children of the parties in accordance

DEC 3 1987

Filed Dec. 3, 1987

with Paragraph 6 of the Agreement and shall pay Defendant \$60.00 per child per week, for a total of \$120.00 per week, among other things, pursuant to Paragraph 7 of said Agreement, subject to the further Order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Plaintiff on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if the Plaintiff accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Plaintiff shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

*Robert K. Burns, Jr.*  
Judge

THIS AGREEMENT, made this 28<sup>th</sup> day of July, 1986, by and between JOAN L. HAJEWSKI, hereinafter referred to as "Wife" and RICHARD J. HAJEWSKI, hereinafter referred to as "Husband".

#### EXPLANATORY STATEMENT

The parties were married by a religious ceremony on August 2, 1970, in Baltimore City, Maryland. Two children were adopted by them as a result of the marriage, namely, PAUL EDWARD HAJEWSKI, born February 19, 1977, and JOHN ANDREW HAJEWSKI, born March 9, 1983.

As of the date of this Agreement, the parties mutually agreed voluntarily to live separate and apart in separate places of abode without any cohabitation, it being their intention to terminate the marriage relationship. Without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interest to enter into this Agreement to formalize their voluntary separation, to settle their respective property rights, the right of the parties to support, maintenance and counsel fees and all other matters growing out of their marital relationship.

This Agreement is entered into after full advice and explanation of the provisions of Title 8 of the Family Law Article of the Annotated Code of Maryland (1984 Volume) entitled "Deeds, Agreements and Settlements Between Spouses;

Pl. Exhibit No. 1



Property Disposition in Divorce and Annulment." (the "Act"), the parties hereby waiving the benefit of any and all provisions contained therein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants of each of the parties, they do hereby covenant and agree with each other and for their respective heirs, personal representatives and assigns as follows:

1. NO WAIVER OF GROUNDS

Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

2. NON-INTERFERENCE

Neither of the parties shall interfere with nor molest the other nor endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony.

3. RECONCILIATION

It is the intention of the parties that a reconciliation, either temporary or permanent, shall in no way affect the provisions of this Agreement having to do with the settlement and disposition of their property rights in their realty and personalty, unless a new Agreement is entered into in writing mutually revoking and rescinding this Agreement and entering into a new one.

4. WAIVER OF ALIMONY - HUSBAND

Husband waives and relinquishes any right or entitlement to temporary or permanent alimony whether past, present or future.

5. WAIVER OF ALIMONY - WIFE

Wife waives and relinquishes any right or entitlement to temporary or permanent alimony whether past, present or future.

6. CUSTODY OF CHILDREN AND VISITATION

The parties have agreed to the joint custody of their minor children with Wife having physical custody, with the right reserved to the Husband of reasonable visitation, said visitation to include at a minimum, every other weekend, alternating holidays, two weeks in the summer to coincide with his vacation and one week at either Christmas or Easter on an alternating basis. Wife also agrees to cooperate with Husband in allowing him visitation for more than two weeks in the summer if he is able to take the children on a trip which would require more than the said two weeks. The parties agree, however, that the exercise of the visitation privileges shall not conflict nor interfere with the school schedule of the children nor with bona fide plans previously made for their activities, and all such visitation shall be exercised with due regard for the health and general welfare of said children. The parties further agree that all significant decisions concerning the children, including, but not limited to their schooling, medical treatment and other activities, shall be

decided upon by the parties jointly, and not be either party to the exclusion of the other.

7. CHILD SUPPORT

A. Husband covenants and agrees to pay directly to Wife and not through the Support Enforcement Division of the Circuit Court for Carroll County, the sum of Sixty Dollars (\$60.00) per week per child, said payments to be made bi-weekly to coincide with husband's pay check. Said obligation shall continue until the first to occur of any one of the following events as to either child:

- (i) Arrival at age eighteen (18);
- (ii) Marriage;
- (iii) Becoming self-supporting; or
- (vi) Death of said child or husband.

B. Husband further agrees to pay for one-half (1/2) of said child's college tuition and room and board if child resides on campus. This obligation shall be in effect for so long as the child is a full-time student; in no event, however, shall it exceed the period of four (4) years.

8. FAMILY HOME

The parties own as tenants by the entireties the property known as 907 Cindy Lane, Westminster, Maryland 21157, subject to the lien of a first mortgage held by Manufacturer's Hanover as well as a second mortgage held by State Employees Credit Union. The property is presently being used by the Wife and children as their principal residence. The Husband agrees that for and in consideration of Wife's waiving her interest in

her share of the net proceeds from the sale of the real property in Ocean City referred to in paragraph 9 below, he shall by such documents as may be necessary, convey unto the Wife all of his right, title and interest in and to the 907 Cindy Lane property. The Wife shall assume and pay in accordance with its terms the existing first mortgage on the aforesaid home and shall indemnify and hold harmless the husband from any and all liability in connection with said mortgage.

9. OCEAN CITY PROPERTY

A. The parties own as tenants by the entireties, real property in Ocean City, consisting of the dwelling and land known as 209 140th Street, Ocean City, Maryland. The parties agree that said property shall be sold to a third party at the highest price obtainable at a private sale, and acknowledge the existence of a present contract of sale for \$96,500.00.

B. Wife agrees that the net proceeds of the sale of said property, after payment of the second mortgage on the family home referred to in paragraph 8 above, and the payment of Ten Thousand Dollars (\$10,000.00) to Wife for the purchase of a new car, shall be the sole property of Husband, in return for his waiving his total interest in the family home, as set forth in paragraph 8 above.

10. PERSONAL PROPERTY

A. Wife agrees that Husband shall own, have and enjoy independent of any claim or right of Wife, all



furnishings presently in the Ocean City property, as well as the following property currently at the Cindy Lane property: Antique brass bed and master bedroom set, small trailer, snow blower, one lawn mower and camping trailer.

B. Husband hereby agrees that Wife shall own, have and enjoy independent of any claim or right of Husband, all furnishings and appliances currently at the Cindy Lane property, other than that property referred to in paragraph 10A above.

#### 11. AUTOMOBILES

A. The Husband hereby transfers and assigns to the Wife all of his right, title and interest in and to the 1976 Chevrolet Chevette and he shall execute such documents as may be necessary or proper for the issuance of a new certificate of title for said automobile in her name alone. The Wife hereby transfers and assigns unto the Husband all of her right title and interest in and to the 1981 Ford Station Wagon. The Wife shall pay the costs, if any, for the transfer of title of the ~~1976 Chevrolet Chevette~~ ~~1981 Ford Station Wagon~~. The Husband agrees to indemnify and hold harmless the Wife against any liability of payment due on the 1981 Ford Station Wagon.

B. Husband further agrees to pay to Wife the sum of Ten Thousand Dollars (\$10,000.00) from the proceeds of sale of the Ocean City property for the purchase of a new automobile, as set forth in paragraph 9B above.

#### 12. BANK ACCOUNTS

The parties agree that Wife shall receive one-half of the amount existing in the Christmas Club account as of the

date of separation, said payment to be made to her on November 1, 1986.

#### 13. HEALTH AND MEDICAL INSURANCE

A. Husband shall maintain for the benefit of Wife and children Freestate insurance coverage or its equivalent until such time as the parties are absolutely divorced by a court of competent jurisdiction and continue said coverage for the children thereafter for so long as they are eligible.

B. Wife shall maintain for the benefit of Husband and children Dental Insurance until such time as the parties are absolutely divorced by a court of competent jurisdiction and continue said coverage for the children thereafter for so long as they are eligible.

C. The parties further agree to share all medical and dental expenses for the children not covered by their respective policies of insurance on a Sixty/Forty (60/40) (Husband/Wife) basis in light of the ratio of their respective incomes, and to adjust said ratio according to any change in their respective incomes at the time any of these said non-covered expenses shall be incurred.

#### 14. LIFE INSURANCE

A. Each party shall keep in force and pay the premiums on their presently existing life insurance policies, said policies shall be so endorsed as to allocate one-half (1/2) of the total face amount of said policies to each child, and each child shall be designated the irrevocable beneficiary of his or her share with the provision that the right to change

the beneficiary as to each child's share shall revert to the respective policy holder upon the first to occur of any one of the following events as to each such child: (a) arrival at age eighteen (18); (b) marriage; (c) becoming self-supporting; or (d) death of said child.

B. Notwithstanding anything in this paragraph to the contrary, either party may designate a trustee for any such insurance policies and/or in the event the parties decide that it is in the best interests of the children, Wife or Husband may be designated as a Trustee of any such insurance policies and/or the proceeds to be paid to the children as beneficiaries of any of said life insurance policies.

C. In the event any insurance company issuing a policy or policies appropriated to this Agreement shall decline to endorse any such policy or policies as herein provided, the parties, nevertheless, for themselves, their heirs, personal representatives and assigns, covenant and agree that the rights and liabilities of the parties, their heirs, personal representatives and assigns and of their children as irrevocable beneficiaries under said policy, or policies, shall be governed, controlled and bound by the provisions of this Agreement to the same extent and as fully as if said policy or policies had been endorsed or issued as provided herein. The parties further agree that the rights and liabilities hereunder may be specifically enforced in a Court of Equity or in any other appropriate proceeding at law or in equity.

# 15. OUTSTANDING OBLIGATIONS

Husband agrees to pay the remaining balance of the loan for the camping trailer, and to hold Wife harmless in connection with said obligation. The parties hereby agree that there are no other outstanding obligations.

# 16. NO FURTHER DEBTS - HOLD HARMLESS

A. The parties hereto agree that no further debts will be contracted in the name of the other party, and to hold the other harmless in the event of a breach of this paragraph. The parties further agree that neither party shall charge or cause or permit to be charged to or against the other any purchase or purchases which either of them may hereafter make, and shall neither hereafter secure or attempt to secure any credit upon or in connection with the other, or in his or her name, and each of them will promptly pay all debts and discharge all financial obligations which each may incur for himself or herself.

B. The parties further agree that upon the signing of this Agreement, they will cancel all joint credit cards and the joint checking account at the Bank of Baltimore.

# 17. TAX RETURNS

The parties may, by mutual agreement, execute and file joint Federal and State income tax returns for any year during which they shall be husband and wife and entitled under the applicable laws and regulations to file a joint return. Each party shall pay their proportionate part of the tax due that shall be attributable to his or her respective earnings or



income, and each shall indemnify and hold harmless the other against any liability for his or her own proportionate share of said tax. As to the tax returns for the year 1985, the parties hereby agree to equally divide the tax refund resulting from over-payment of taxes. For returns filed for each year subsequent to 1985, the parties agree to share any refund on a pro rata basis as determined by their respective gross incomes.

18. COUNSEL FEES - COURT COSTS

The parties hereto agree that each shall be responsible for his or her own attorney's fees in connection with the preparation and negotiation of this Agreement, and any subsequent divorce action brought by either party.

19. PENSIONS

A. Wife waives any right, title or interest in and to Husband's pension with the Housing Authority of Baltimore City.

B. Husband waives any right, title or interest in and to Wife's pension with the Maryland State Retirement System.

20. WAIVER OF RIGHTS IN RESPECTIVE ESTATES

Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims,

demands, accounts or causes of action which either of them may have against the other, his or her personal representatives and assigns, all the right, title and interest, and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, community or marital property, statutory thirds, halves or legal shares and widow's or widower's rights, or to participate in any way in the enjoyment or distribution of any real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

21. BINDING ON HEIRS

The parties hereto agree that all covenants, stipulations, promises, agreements and provisions of this Agreement shall apply to, bind and be obligatory upon the parties hereto, their heirs, personal representatives, successors and assigns, or any of them, whether so expressed or not.

22. EXECUTION OF INSTRUMENTS

Each party shall at any time and from time to time hereafter, execute, acknowledge and deliver to the other party

any and all instruments and assurances that the other party may reasonably require for the purposes of giving full force and effect to the provisions of this Agreement.

#### 23. INCORPORATION INTO DECREE

With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that regardless of whether said Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said Agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

#### 24. MARITAL PROPERTY EXCLUDED FROM ACT

To the extent that any property disposed of in this Agreement constitutes a family home, family use personal property or marital property as those terms are defined by the Act, the parties intend that the use and disposition thereof shall be governed solely by this Agreement, to the end that said property shall be deemed excluded by valid agreement from the provisions of the Act.

Except for the provisions of this Agreement relating to the custody, visitation and support of the minor child/children of the parties, none of the other provisions of this Agreement shall be subject to modification by any Court.

#### 25. NO MODIFICATION BY COURT

The provisions of this Agreement are not subject to modification by any Court, pursuant to Family Law Article, Section 8-103 of the Annotated Code of Maryland.

#### 26. NO MODIFICATION UNLESS IN WRITING

No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

#### 27. GOVERNED BY LAWS OF MARYLAND

This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

If any provision of this Agreement is held to be void or unenforceable, all the other provisions hereof shall nevertheless continue in full force and effect.

#### 28. FINAL UNDERSTANDING OF PARTIES

This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.



BOOK 32 PAGE 547  
29. RIGHT TO INDEPENDENT COUNSEL

Each of the parties has been fully informed as to the financial and other circumstances of the other. Each has had independent advice by counsel of his or her own selection. They each regard the terms of this Agreement as fair and reasonable, and each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to four (4) counterparts of this Agreement, each of which shall constitute an original, the date first above written.

Witness [Signature] (SEAL)  
JOAN L. HAJEWSKI  
Witness [Signature] (SEAL)  
RICHARD J. HAJEWSKI

STATE OF MARYLAND

CITY/COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY that on this 25 day of July, 1986, before me, a Notary Public in and for the State and City/County aforesaid, personally appeared JOAN L. HAJEWSKI, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as

BOOK 32 PAGE 548

stated therein and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:

7/1/90

[Signature]  
Notary Public

STATE OF MARYLAND

CITY/COUNTY OF Carroll, to wit:

I HEREBY CERTIFY that on this 28th day of July, 1986, before me, a Notary Public in and for the State and City/County aforesaid, personally appeared RICHARD J. HAJEWSKI, and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as stated therein and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:

7-1-90

2417E

Kelly A. Cornett  
Notary Public



DENNIS ANDREW BUNDRA : In the  
 Plaintiff : Circuit Court  
 vs : for  
 RENETTE ADELE BUNDRA : Carroll County  
 Defendant : Case No. CV 4676

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 3<sup>rd</sup> day of December, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Dennis Andrew Bundra, be and he is hereby granted an Absolute Divorce from the Defendant, Renette Adele Bundra; and

It is further ADJUDGED and ORDERED that the Voluntary Separation and Property Settlement Agreement by and between the parties hereto, dated August 8, 1986 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce; and

It is further ORDERED that Plaintiff, Dennis Andrew Bundra, and Defendant, Renette Adele Bundra, shall have joint custody of Jennifer Leona Bundra, the minor child of the parties hereto, with the child's physical custody, rights of visitation of the parties with said child, and child support, etc. pursuant to Paragraph 5 of said Agreement, subject to the further Order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Plaintiff on and after the date of this Order, subject to the conditions set

*Filed Dec. 3, 1987*

forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if the Plaintiff accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Plaintiff shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the name of the Defendant, Renette Adele Bundra, be and the same is hereby changed to Renette Adele Lane, her maiden name before her marriage to the Plaintiff; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

*Rale K. Burns*  
 Judge



THIS VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT (this "Agreement"), made this 8<sup>th</sup> day of August, 1986 by and between Renette Adele Bundra, hereinafter referred to as the "Wife", and Dennis Andrew Bundra, hereinafter referred to as the "Husband".

## EXPLANATORY STATEMENT

The parties were married on May 6, 1981 in Cecil County, Maryland by a civil ceremony. One child was born as a result of the marriage, namely, Jennifer Leona Bundra born December 10, 1981.

For causes arising prior hereto, the parties are not now living as husband and wife. On June 28, 1986, the parties mutually agreed voluntarily to separate and to live separate and apart in separate places of abode without any cohabitation, and with the intention of terminating the marriage, and they have continued to do so. Recently, the parties entered into an oral agreement whereby the parties settled certain disputed matters between them in regard to the current separation. It is the mutual desire of the parties hereto to enter into this agreement to confirm the basic terms and conditions of their oral agreement for the purposes of, inter alia, (i) formalizing their voluntary separation, (ii) settling their respective property rights in the property or estate of the other and in property owned jointly by them, including marital property, the marital home, family use personal property and all other personal and real property of all

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Pl. Exhibit No. 1

kinds, nature and description, (iii) settling all questions concerning maintenance and support (both temporary and permanent), alimony (both pendente lite and permanent), past, present and future, including rights to a monetary award, (iv) settling questions concerning custody, support, visitation and other matters concerning their child, and (v) all other matters of every kind, nature and description arising out of their marital relationship.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties agree as follows:

1. No Waiver:

Nothing contained in this Agreement shall be construed as a waiver by either party of any ground for divorce which either of them may have or hereafter have against the other, the same being hereby expressly reserved.

2. No Interference:

The parties, having heretofore mutually agreed to separate and voluntarily live separate and apart in separate places of abode without any cohabitation with the intention of terminating the marriage and having done so since June 28, 1986, do hereby expressly agree to continue to do so. Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party

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shall be free to go his or her own way as fully and to the extent as if they had never joined in matrimony, to the extent permitted by law.

3. Waiver of Alimony, Counsel Fees, Monetary Award:

In consideration of the mutual agreement of the parties voluntarily to live apart and of the terms of this Agreement, the parties have mutually agreed as follows:

(a) The Wife hereby waives, releases and discharges the Husband of and from any and all claim or claims she may have past, present or in the future, for alimony (both pendente lite and permanent), support and maintenance (temporary and permanent), and counsel fees.

(b) The Husband hereby waives, releases and discharges the Wife of and from any and all claim or claims he may have past, present or in the future, for alimony (both pendente lite and permanent), support and maintenance (temporary and permanent), and counsel fees.

(c) Each of the parties understands that by the execution of this Agreement he or she cannot at any time in the future make any claim for alimony (both pendente lite and permanent), support and maintenance (temporary and permanent), and counsel fees.

(d) Unless stated herein, each party shall pay the counsel fees of his or her respective attorney incurred in connection with the preparation of this Agreement and any proceedings relative to the granting of a decree of absolute or

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limited divorce terminating their marriage or any proceeding to be conducted in the future relative to enforcement of this agreement, unless enforcement of this agreement is due to default of the other party.

(e) The parties hereto shall divide equally all court costs, fees and charges of Masters and/or Examiners, if any, in connection with a divorce proceeding instituted by either party against the other.

(f) The parties hereby waive, release and forever discharge each other of and from any and all claim or claims each may have, past, present or future, for a "monetary award" as defined in the Family Law Article, Section 8-205 of the Annotated Code of Maryland.

4. Marital Property, Jointly Owned Personal Property, Family Use Personal Property, and Other Personal Property:

(a) The Husband hereby transfers and assigns to the Wife all of his right, title, interest and estate in and to all of the household furniture, equipment, ornaments, appliances, linens, silverware, china, and other chattels, listed on Schedule A attached hereto and those items which Wife owned prior to the marriage. Husband and Wife agree to maintain the current health insurance coverage. Husband agrees to promptly mail to the Wife and to endorse all health insurance reimbursement payments payable to Husband, representing reimbursement to which the Wife is entitled. Wife agrees to obtain separate health insurance coverage through her employment in November, 1986 or at such time

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as there is an open-enrollment period with the insurance carrier.

(b) Husband also agrees to transfer and convey to Wife upon execution of this Agreement, any right or interest he may have in the 1985 Honda automobile titled in name of the parties, and Husband agrees to execute such documents as may be legally required to effectuate the legal transfer of the title to said automobile. Wife agrees to assume the expense and cost of such transfer, if any. Wife agrees to assume full liability for maintenance, insurance, and damage to or damage caused by the use of said vehicle, and to hold Husband harmless from and indemnify Husband against and in respect of (and shall on demand reimburse Husband for) any and all loss, liability or damage resulting from the use of said vehicle. Husband warrants and agrees that the said automobile is not subject to any lien, and that he shall not encumber said automobile. Husband agrees to return to Wife all keys to said automobile, and Husband agrees not to use, operate or possess said automobile.

(c) The Wife hereby transfers and assigns to the Husband all of her right, title, interest and estate, in and to all of the household furniture, equipment, ornaments, and other chattels, including but not limited to all marital property, and all jointly owned personal property, including entireties personalty, and family use property, and to any other personal property owned or claimed by either party of every kind, nature and description in the Husband's possession.

(d) Wife also agrees to transfer and convey to

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Husband upon execution of this Agreement, any right or interest she may have in the 1978 Toyota automobile titled in the name of the parties, and Wife agrees to execute such documents as may be legally required to effectuate the legal transfer of the title to said automobile, and Husband agrees to assume full liability for maintenance, insurance, and damage to or damage caused by the use of said vehicle, and to hold Wife harmless from and indemnify Wife against and in respect of (and shall on demand reimburse Wife for) any and all loss, liability or damage resulting from the use of said vehicle. Wife warrants and agrees that the said automobile is not subject to any lien, and that she shall not encumber said automobile.

(e) Each party shall retain, as his or her sole and separate property, any savings and checking accounts, IRA accounts and other assets in his or her name, free and clear of any interest of the other. Husband agrees to transfer to Wife two (2) \$200 savings bonds which are in the name of the minor child, and wife agrees to transfer to Husband the two (2) \$50 savings bonds which are in the name of the minor child. Each party waives any interest in those savings bonds which are held in the name of the other spouse.

5. Custody, Visitation, and Child Support:

Subject, at all times, to the further Order of a Court of competent jurisdiction, the parties have agreed as follows:

(a) Custody and Visitation of the Minor Child:

The parties hereto shall have the joint legal

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care, custody and guardianship of the minor child of the parties, namely Jennifer Leona Bunda, which shall include joint decision-making on all major issues relating to the said child such as religious, educational, and medical matters, and shall be subject to the following conditions:

(1) The child shall reside with the Wife every Sunday evening (6:00 p.m.) until Friday evening (6:00 p.m.) during the school year.

(2) The child shall reside with the Husband every Friday evening (6:00 p.m.) until Sunday evening (6:00 p.m.) during the school year, except that the child shall reside with the Wife every fourth weekend.

(3) The child shall spend New Year's Day, Easter Sunday, the child's Easter/Spring vacation, Energy week, Thanksgiving week, and Christmas week (excluding Christmas day from 7:00 a.m. until the following morning which shall be spent with the Wife) with the Husband.

(4) During the months of June, July and August of each year, but only when the child is not attending school, the child shall reside with the Husband from Sunday evening (6:00 p.m.) until Friday evening (6:00 p.m.), except that the child shall spend July 4th weekend, Memorial Day weekend and Labor Day weekend with the Wife.

(5) During the months of June, July and August of each year, but only when the child is not attending school, the child shall reside with the Wife from Friday evening

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(6:00 p.m.) until Sunday evening (6:00 p.m.) except that during this period, the child shall reside with the Husband every fourth weekend.

(6) The child shall spend her birthday with the Wife in 1986, and with the Husband in 1987, and thereafter on an alternating basis.

(7) The child shall spend Mother's Day with the Wife, and Father's Day with the Husband.

Notwithstanding any of the specific rights set forth herein, the parties may schedule the specific periods, days, times and places of physical custody by voluntary agreement. In the event that there shall exist in the future a serious and substantial conflict, dispute or disagreement with regard to the child's physical custody, then the specific terms of physical custody shall control subject to the right of the parties at all times to return to the scheduling of the physical custody by agreement after such conflict, dispute or disagreement with regard to visitation has been resolved.

(b) Support Payments for the Child:

The Husband and Wife agree that they shall be generally charged with the support of the minor child and shall be responsible for all expenses of the child such as clothing and food. In addition, the Husband shall pay directly to the Wife, as child support, the sum of \$80.00 per month payable on the first of each month from September through May of each year until such time as the first to occur of any of the following events as

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to said child:

- (1) death of the child;
- (2) marriage of the child
- (3) the child becoming self-supporting; or
- (4) the child reaching the age of 18.

During the school year, Wife shall be responsible for paying the child's babysitting/day care expenses. During the summer months, the Husband shall be responsible for paying the child's baby-sitting/day care expenses.

(c) Insurance for the Child:

In addition, the Husband shall provide a policy of medical insurance covering the minor child of the parties until the first to occur of any of the following events with respect to said child:

- (1) the child attaining the age of 18 years;
- (2) the marriage of the child;
- (3) the death of the child; or
- (4) the child becoming self-supporting.

Husband shall be obligated to maintain such coverage through his current employer or to obtain a comparable policy should he change employment. Said coverage currently (1986) costs \$3.99 bi-weekly for Blue Cross and Blue Shield. The parties agree to equally share all uncovered medical expenses for the child, including dental, orthodontia, eye glasses, psychiatric and psychological care.

Each party shall continue to maintain his/her own life

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insurance policies and shall be responsible for the payment of any premiums thereon. Each party agrees to name the child as primary beneficiary of these life insurance policies until the child reaches the age of twenty-one (21).

6. Marital Residence:

The parties own, as tenants by the entireties, in fee simple, their former marital residence known as 5006 Roller Road, Millers, Maryland 21107. Title to the property was acquired during the marriage of the parties, and is encumbered by a mortgage. Wife hereby agrees to grant and convey unto the Husband all of her right, title and interest in and to the property, and thereby Husband shall become the sole owner of the property, subject to the mortgage which shall be paid by the Husband without any contribution whatsoever on the part of the Wife. Upon payment in full of the \$4,700.00 referred to hereinbelow, Wife shall execute and deliver to Husband a special warranty deed with covenants of further assurance and such other documents necessary to effectuate the aforesaid conveyance to the Husband. The Husband shall pay all recording fees, transfer taxes and documentary stamps, if any, associated with such conveyance. The Husband agrees to pay all the costs associated with the former marital residence, including but not limited to, the mortgage payment, utilities, taxes, repairs, and any other such similar charges. Husband hereby agrees to hold the Wife harmless from, and indemnify the Wife against and in respect of (and shall on demand reimburse the Wife for): (1) any and all

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loss, liability or damage resulting from any failure on the part of the Husband to satisfy any of the obligations herein, or referred to in the mortgage, and (2) any claims asserted by local, territorial, state, or federal authority for unpaid taxes arising from any imposition of taxes or the assessment of any deficiency for taxes or penalties or interest incidental thereto with respect to the former marital residence. In exchange for her interest in the property, the Husband shall pay the Wife \$4,700.00 within seven (7) days of the date of this Agreement.

7. Waiver Under Marital Property Act:

Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives and assigns, releases all claims, demands and interests arising under the Marital Property Act as codified in Section 8-101 et seq. of the Family Law Article of the Annotated Code of Maryland, including, but not limited to, any claims to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

8. Bills and Debts:

(a) The Wife hereby covenants and represents that she will not hereafter incur or contract for any debt, charge or liability whatsoever for which the Husband, his executors, personal representatives and assigns or his property or estate may or would become liable, and the Wife further covenants to save, hold harmless and to indemnify the Husband and his heirs,

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executors, personal representative and assigns of and from any and all such debts, charges or liabilities contracted for by her or for the account of any other person, party or thing, accounting from all times hereafter, unless specifically provided for to the contrary in this Agreement.

(b) The Husband hereby covenants and represents that he will not hereafter incur or contract for any debt, charge or liability whatsoever for which the Wife, her executors, personal representatives and assigns or her property or estate may or would become liable, and the Husband further covenants to save, hold harmless and to indemnify the Wife and her heirs, executors, personal representatives and assigns of and from any and all such debts, charges or liabilities contracted for by him or for the account of any other person, party or thing, accounting from all times hereafter, unless specifically provided for to the contrary of this Agreement.

9. Income Tax Return:

The parties agree to execute and file joint federal and state income tax returns for 1985 and 1986, and to divide all refunds equally. The parties agree to share evenly the cost to prepare such tax returns. The parties agree that they will alternate in claiming the dependency exemption for the minor child, with the Wife having the right to claim the exemption for the tax year 1987, and the Husband having the right to claim the exemption for the tax year 1988, and alternating thereafter.

10. Mutual Releases:

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NTOR, WINEGRAD  
& KARCESKI  
SUITE 1204  
21 N. CHARLES ST.  
BALTIMORE, MD. 21201  
665-0600



Except for the right which each of the parties hereby respectively reserves to assert as a ground for divorce on any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided or reserved in this Agreement, the parties hereto for themselves and their respective heirs, executors, personal representatives and assigns, do hereby mutually release, waive, surrender, and assign unto the other and to his or her heirs, executors, personal representatives and assigns, all rights, claims, demands, accounts, and causes of action which one may have against the other.

11. Waiver of Claim Against Estate:

Except as otherwise provided in this Agreement, each party may hereafter dispose of his or her respective property (real, personal or mixed) in any way without interference or claim by the other, and each party hereby waives and relinquishes any and all rights he or she may have or hereafter acquire under the present or future laws of any jurisdiction, to share in the property now owned or hereafter acquired, or in the estate of the other as a result of the marital relationship, including, without limitation, dower, thirds, curtesy, statutory allowance, widow's allowance, widower's rights, homestead rights, right to take in intestacy, right to take against the will of the other and the right to act as administrator or executor of the other's estate.

12. Further Assurances:

The parties for themselves and for their respective

heirs, executors, personal representatives and assigns, do mutually agree to join in or execute any instruments and to do any other act or thing that may be necessary to carry into effect the provisions and purposes of this Agreement, or to release any right in any property which either of said parties may now own or hereafter acquire, including the execution and delivery of such documents and assurances as may be necessary to carry out the purposes of this Agreement.

13. Incorporation into Decree:

With the approval of any court of competent jurisdiction now or at any time in the future, this Agreement shall be incorporated in and survive any judgment, order or decree of divorce which may be entered by said court in any such action in lieu of any other provisions relating to alimony, attorneys' fees or the parties' maintenance and support. In the event the court shall fail or decline to incorporate this Agreement or any provisions thereof in said judgment, order or decree, then, and in that event, the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof. In the event any judgment, order or decree does not incorporate the provisions of this Agreement and contains provisions inconsistent or conflicting with the terms of this Agreement, the parties hereto do hereby waive any such other inconsistent or different provisions which may be made for them by the court in such judgment, order or decree and do hereby



agree to continue to accept the provisions herein, in lieu of and in full satisfaction of any provisions made for them as a result of any such judicial proceedings. It is further agreed that regardless of whether this Agreement or any part thereof is incorporated in any order or decree, the same shall not be merged in such order or decree, but shall survive such order or decree.

14. Default:

Should either party default under the terms of this Agreement, the defaulting party agrees to indemnify the non-defaulting party for any loss or damages sustained as a result of the default, including the payment of all costs and expenses occasioned by the default, including reasonable attorneys' fees. An act of "default" shall mean a material and substantial breach of this Agreement that seriously undermines or conflicts with the express terms of this Agreement and shall not mean trivial or other minor defects in performance that are readily cured.

15. Severability:

If it should appear that any of the provisions of this Agreement are invalid as a result of being in conflict with any rule of law or statutory provisions of this State, such invalidity shall not affect the other provisions of this Agreement, it being the intention of the parties that the provisions of this Agreement are severable.

16. Failure of Performance:

The failure of either party to require performance by the other of any of the terms, provisions and conditions of this Agreement shall in no way affect his or her right thereafter

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to enforce same, nor shall the waiver by either party of any breach of the other of any terms, provisions and conditions of this Agreement be taken or held to be a waiver as to any succeeding breach of any of its terms, provisions and conditions.

17. Reconciliation:

The parties agree that, notwithstanding any attempted, reconciliation or actual reconciliation, the terms and provisions of this Agreement shall nevertheless continue to be binding and with full legal force and effect, except that the parties may mutually and voluntarily execute a written agreement terminating any or all of the terms and provisions herein.

18. Interpretation:

This Agreement is made in accordance with and shall be governed by the laws of the State of Maryland.

19. Acknowledgement:

The parties hereto declare that they fully understand all of the terms and provisions of this Agreement; that each of the parties has been advised of his respective legal rights and liabilities; and that each signs this Agreement freely and voluntarily, acting under the advice of independent counsel of his or her own selection and intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributes and assigns, and all persons claiming by or through them or any of them.

20. Integration Clause:

This Agreement contains the final and entire

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understanding of the parties. No representations, terms, understandings, oral or written, other than those expressly set forth herein, have been made by either party as an inducement to enter into this Agreement.

21. Modification:

There can be no modification of this Agreement, no waiver of any provisions hereof, rights hereunder, or conditions herein, or release from any obligation imposed hereby, except by written instrument, duly executed or as otherwise herein provided. Except for the provisions of this Agreement relating to the care, custody, visitation and support of the minor child of the parties, none of the other provisions of this Agreement shall be subject to modification by any court.

22. Gender and Plurals:

Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

IN WITNESS WHEREOF, the parties hereto have properly executed this Agreement and have affixed their respective seals as of the dates appearing below.

WITNESS:

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WINEGRAD  
& KARCESKI  
SUITE 1504  
31 N. CHARLES ST.  
BALTIMORE, MD. 21201  
685-0400

Gregory B. Nott

Gregory B. Nott

Renette Adele Bundra (SEAL)  
RENETTE ADELE BUNDRA

Dennis Andrew Bundra (SEAL)  
DENNIS ANDREW BUNDRA

STATE OF MARYLAND )  
CITY OF BALTIMORE ) To Wit:

I HEREBY CERTIFY that on this 8th day of August, 1986, before me, the undersigned, personally appeared Renette Adele Bundra, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as stated therein, and acknowledged this Agreement to be her act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Richard L. Riley  
Notary Public

My Commission expires: July 1, 1990

STATE OF MARYLAND )  
COUNTY OF BALTIMORE ) To Wit:

I HEREBY CERTIFY that on this 8th day of August, 1986, before me, the undersigned, personally appeared Dennis Andrew Bundra, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as stated therein, and acknowledged this Agreement to be his act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Richard L. Riley  
Notary Public

My Commission expires: July 1, 1990

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SCHEDULE A

Kitchen table  
 Ten (10) place settings china and china cabinet  
 White touch tone phone  
 Eight (8) Princess House crystal glasses - 4 short, 4 tall  
 Two (2) Microwave grab bowls  
 Corning Ware cookware, 1-1/2 qt. pan, 3 qt. pan and 10 x 10 x 2 pan  
 White step-on kitchen trash can  
 Burgundy ice bucket  
 Microwave and microwave cabinet  
 One (1) slip-on basket for cabinet shelf  
 Brass pitcher/vase  
 Solar battery recharger and batteries 4AA, 2C, 2D sizes  
 Picture clock  
 Duck picture  
 Rose weave hanging  
 Footprints of God picture  
 24 inch wooden spiral hanging decoration  
 Wood plant table  
 One (1) hanging spider plant complete with bamboo basket and hanging rope  
 Fern plant in yellow pot  
 Cactus in brass pot  
 Purple passion plant  
 One 24 inch high wicker basket  
 Glass cutting items and soldering iron  
 Green and white lawn chair  
 Small couch  
 Cream file cabinets and keys  
 Oriental rug  
 Two (2) maple dressers  
 Mitsubishi video cassette recorder and seven (7) cassettes  
 Two (2) crystal figurines of animals  
 Picnic basket  
 Queen size sheets  
 Inflatable queen size mattress  
 Fluorescent flash light  
 Kitchen clock  
 Green bathroom rug and tank cover  
 Kenmore vacuum cleaner  
 One-half of Christmas decorations  
 Brown clothes hamper  
 Burgundy afghan  
 Easel  
 Raggedy Ann and Andy coat hanger  
 Baby doll cradle  
 Rocking horse  
 1985 Honda Accord

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Stand for fan  
 Half of food  
 Half of cleaning items  
 Property Wife owned prior to marriage  
 Wife's clothing, jewelry, and personal effects

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 & KARCESKI  
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 BALTIMORE, MD. 21201  
 645-9600



BRENDA L. COOK \* IN THE  
 Plaintiff and \* CIRCUIT COURT  
 Counter-Defendant \*  
 VS. \* FOR  
 RANDY B. COOK, SR. \* CARROLL COUNTY  
 Defendant and \* CASE NO. 1996 Civil  
 Counter-Plaintiff \*

\*\*\*\*\*

## JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Defendant and Counter-Plaintiff, the proceedings were read and considered by the Court;

WHEREUPON IT IS ORDERED this 7<sup>th</sup> day of December, Nineteen Hundred and Eighty-seven, that the above named Defendant, and Counter Plaintiff, Randy B. Cook, Sr., be and he is hereby granted an Absolute Divorce from the Plaintiff and Counter-Defendant, Brenda L. Cook; and

It is further ADJUDGED and ORDERED that the Plaintiff and Counter-Defendant, Brenda L. Cook, be and she is hereby awarded the guardianship of Randy B. Cook, Jr., the minor child of the parties hereto, with the right unto the Defendant and Counter-Plaintiff, Randy B. Cook, Sr., to visit said child at reasonable times and under proper circumstances; all subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Defendant and Counter-Plaintiff pay unto the Plaintiff and Counter-Defendant, through the Bureau of Support Enforcement, Carroll County, Department of Social Services, P. O. Box 800, Westminster, Maryland, 21157, the sum of \$35.00 per week toward the support of the minor child of the parties, and said

Filed Dec. 7, 1987

payments for child support are current and up to date as of the filing of the Judgment of Absolute Divorce, subject to the further Order of this Court; and

It is further ORDERED that this Order constitutes an immediate and continuing withholding order on all earnings due the Plaintiff and Counter-Defendant on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if the Plaintiff accumulates support payment arrears amounting to more than 30 days of support, he shall be subject to earnings withholding; and

It is further ORDERED that the Defendant shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject him to a penalty not to exceed \$250.00 and may result in his not receiving notice of proceedings for earnings withholding;

And it is further ORDERED that the Defendant pay the costs of these proceedings.

John K. Burns  
 Judge

William T. Fitzgerald  
 Approved and Recommended  
 William T. Fitzgerald

BOOK 32 PAGE 573

VICKI L. SHORB : In the  
Plaintiff : Circuit Court  
vs : for  
JOHN RANDALL SHORB : Carroll County  
Defendant : Case No. CV 3081

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 7<sup>th</sup> day of December, Nineteen Hundred and Eighty-seven, that the above-named Plaintiff, Vicki L. Shorb, be and she is hereby granted an Absolute Divorce from the Defendant, John Randall Shorb; and

It is further ADJUDGED and ORDERED that the Defendant, John Randall Shorb, be and he is hereby awarded the guardianship and custody of John Matthew Shorb and Daniel Ray Shorb, the minor children of the parties hereto, subject, however, to the continuing jurisdiction of this Court; and

It is further ADJUDGED and ORDERED that the Marital Settlement Agreement by and between the parties hereto, dated August 9, 1986 and filed in this cause of action, be and it is hereby approved and incorporated, but not merged, into this Judgment of Absolute Divorce;

And it is further ADJUDGED and ORDERED that the Plaintiff shall have the right of visitation with said children in accordance with paragraph entitled "Child Custody and Visitation" of said Agreement, and shall pay Defendant child support according to paragraph entitled "Child Support", subject to the further Order of this Court;

*Filed Dec. 7, 1987*

BOOK 32 PAGE 574

And it is further ORDERED that this Order constituted an immediate and continuing withholding order on all earnings due the Plaintiff on and after the date of this Order, subject to the conditions set forth in Annotated Code of Maryland, Family Law Article, Section 10-120, et seq.; and

It is further ORDERED that, if the Plaintiff accumulates support payment arrears amounting to more than 30 days of support, she shall be subject to earnings withholding; and

It is further ORDERED that the Plaintiff shall notify the Court within 10 days of any change of address or employment as long as this support order is in effect, and failure to comply will subject her to a penalty not to exceed \$250.00 and may result in her not receiving notice of proceedings for earnings withholding; and

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

*Luke H. Bruno.*  
Judge



MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this *9<sup>th</sup>* day of *Aug.*, 1986, by and between JOHN RANDALL SHORB ("Husband") and VICKI LEE SHORB ("Wife").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on June 12, 1971, in Carroll County, Maryland. The parties have two children, namely, John Matthew Shorb (born March 20, 1977), and Daniel Ray Shorb (born September 16, 1979). For causes arising prior hereto the parties are not now living as husband and wife, and they hereby consent and agree voluntarily to live separate and apart from one another hereafter in separate abodes without cohabitation, with the purpose and intent of ending their marriage.

Without waiving any grounds for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interests to enter into this Agreement to settle all questions regarding custody of their children, alimony, support and maintenance, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements of each of the parties, they do hereby covenant and agree, for themselves, and for their respective heirs, personal representatives and assigns as follows:

Pl. Exhibit No. 1

AGREEMENT TO LIVE SEPARATE AND APART

The parties shall live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him or her shall seem advisable for his or her sole and separate use and benefit, without and free from any control, restraint, or interference by the other party in all respects as if each were unmarried.

CHILD CUSTODY AND VISITATION

Husband shall have the care and custody of the minor children of the parties, and Wife shall have the right to reasonable visitation according to the following schedule:

Beginning August 1, 1986, Wife will have the children from Friday afternoon until Sunday evening every other weekend, and every other major holiday, namely, Christmas Eve, Christmas Day, New Year's Day, Easter, Memorial Day, July Fourth, Labor Day and Thanksgiving, beginning with the Husband having the children with him July 4, 1986, 9 a.m. to 7 p.m.

For July and August, 1986, Wife will have the children additionally two times per week on Tuesday and Thursday from 9 a.m. to 7 p.m. For the summer of 1987 and thereafter, Wife will have the children for two weeks in the summer, giving Husband notice by May 1 of each year of the specific dates.

Wife will have the right to reasonable visitation with the children at all other times by agreement of the parties.

CHILD SUPPORT

Wife will purchase necessities for the children when they are in her care. After the family home is conveyed to Husband, Wife shall pay to Husband the sum of Eighty Dollars (\$80.00) per <sup>month</sup> ~~week~~ per <sup>18.</sup> ~~sec.~~ child until March 20, 1992, at which time the amount of child support will increase to One Hundred Twenty Dollars (\$120.00) per month per child. On March 20, 1995, the amount of child support will increase to One Hundred Fifty Dollars (\$150.00) per month.

Husband will maintain medical insurance coverage for the children unless the Wife becomes employed where her employer provides medical insurance free, in which event Husband will not have the obligation to provide medical insurance for the children. If Wife's employer provides medical insurance for less than Husband could purchase medical insurance privately, Wife will purchase the insurance through her employer, and Husband will reimburse her for the cost of the medical insurance. All necessary medical/dental bills not covered by medical/dental insurance will be split equally between the parties.

Child support and responsibility for medical insurance and medical/dental expenses shall continue for each child until each child becomes eighteen (18) years of age, dies, marries or becomes otherwise emancipated.

MARITAL PROPERTY RIGHTS AND INHERITANCE

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interest which he or she now has or may

hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his or her property as if he or she were unmarried. Except as otherwise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under the Marital Property Act, Md. §§ 8-201 through 8-213, Family Law, Annotated Code of Md., as from time amended, and specifically including any statutory right to share in the estate of the other and to serve as Personal Representative of the other's estate. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him or her shall pass by his or her Will or under the laws of descent, as the case might be, free from any right of inheritance, title or claim in the other party, including the right to administer upon the estate of the one so dying, as if the parties at such time were unmarried.

DEBTS  
WAIVER OF ALIMONY

Except as herein otherwise provided, each party hereby releases and discharges the other from any and all obligations of further



support and does hereby covenant and agree not to contract debts, charges or liabilities for which the other may be liable and at all times to keep the other free, harmless and indemnified from any and all debts, charges or liabilities heretofore or hereafter contracted by him or her and each expressly waives any claim he or she may have against the other for alimony, alimony pendente lite, maintenance, support or any other form of financial assistance, by whatever name called, and each understands and acknowledges that the aforesaid waiver completely precludes either of them, both now and at any time in the future, from making a successful claim against the other for any such financial assistance based upon their marital relationship and they further agree that this provision shall not be subject to modification by any Court. Notwithstanding the other provisions of this paragraph, the parties will each pay one-half of any interest and penalties assessed by State and Federal authorities for failure to file tax returns and nonpayment of income tax and retail sales tax; however, Husband will pay the tax.

#### MARITAL HOME

Wife hereby agrees to transfer and convey all of her right, title and interest in the improved real property located at 2027 Keysville Road South, Keymar, Maryland, which the parties own as tenants by the entireties and which is encumbered by a mortgage. Husband and Wife agree that Wife's equity in said property is Twenty Thousand Four Hundred Dollars (\$20,400.00) which shall be the purchase price. Husband will pay to Wife in sixty (60) monthly installments of \$340.83 each commencing one (1) month after settlement, which shall take place on or before September 8, 1986.

At settlement, Husband will execute a promissory note to Wife in the amount of \$20,400 to be paid in sixty (60) monthly installments of \$340.83 per month commencing one (1) month after settlement, and

Husband will also execute a purchase money mortgage securing said note. All costs of settlement shall be paid by Husband. Husband will assume present mortgage and indemnify Wife from all liability on account thereof.

Husband shall be entitled to the use and possession of the family home pending settlement.

#### OTHER PROPERTY

A. The parties agree to divide their tangible personal property and chattels located at the family home, taking into consideration the needs of each party and their children. The parties agree to prepare a list of tangible personal property and chattels selected by Wife and to add that list of property to this Agreement by addendum.

B. Each party shall retain as his or her sole, separate and individual property without the other having any further right, title or interest therein all of his or her individual belongings and clothing and such property as divided between them under the provisions of paragraph A above.

C. Wife hereby transfers, assigns, conveyed and releases unto Husband all of her right, title and interest, if any, as partner or otherwise, in and to the business known as Cross Roads Inn and all real and personal property thereof or used in connection therewith, including the liquor license and any other licenses and permits, which Husband shall retain henceforth as his sole, separate and individual property without the Wife having any further right, title or interest therein. Wife agrees to execute any further instruments as may be necessary or desirable or to provide further assurances in connection with this paragraph.

RESERVATION OF GROUNDS FOR DIVORCE

Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

LEGAL FEES AND COURT COSTS

Husband and Wife agree that each shall pay his or her own attorney's fees arising out of this Marital Settlement Agreement and any divorce action and to divide the Court costs and Master's fee arising out of any uncontested divorce action between them equally. Each party retains the right to seek attorney's fees from the other in the event litigation is necessary to enforce any of the provisions of this Agreement.

INCORPORATION OF AGREEMENT

It is the intention of each of the parties hereto that this Agreement shall be offered in evidence in any divorce proceeding between them which may now be pending or which may hereafter be instituted in any Court of competent jurisdiction, and, to the extent that such Agreement shall be acceptable to the Court, that it shall be incorporated by reference in any decree of absolute divorce which may be passed by the Court.

In the event, however, that the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in its said decree, then, and in that event, the parties agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that, regardless of whether said Agreement or any part thereof is incorporated in any such decree, the same shall

not be merged in said decree, but said Agreement, and all the terms and provisions thereof, shall survive the same and shall continue to be binding upon the parties, and their respective heirs, personal representatives and assigns, for all time.

VOLUNTARY EXECUTION

The parties hereto declare that they fully understand all the terms and provisions of this Agreement; that each has been represented by independent counsel and is aware of his or her respective legal rights and liabilities; and that each signs this Agreement freely and voluntarily, and intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees, and assigns, and all persons claiming by or through them or any of them.

ENTIRE AGREEMENT

This instrument sets forth the entire understanding and agreement between the parties, and there exist no warranties, representations, promises, covenants or undertakings other than those expressly set forth herein.

In no event shall the acceptance or toleration by either of the parties hereto of any breach of any covenant or undertaking contained herein be construed as a waiver of that covenant or undertaking contained in this Agreement.

INTERPRETATION

This Agreement, and the respective rights and duties of the parties hereto, shall in all respects be governed by and construed under the laws of the State of Maryland.



ALTERATIONS, CHANGES, CANCELLATION, ETC.

It is intended that none of the provisions of this Agreement shall in any way be altered, changed, canceled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and any such alteration, change, cancellation, abrogation or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto; and the amendment or deletion of any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof.

IN WITNESS WHEREOF, the parties have set their hands and seals this       day of       , 1986.

WITNESS:

Michael S. Levin       John R. Shorb (SEAL)  
JOHN RANDALL SHORB

Cecilia S. Clemente       Vicki Lee Shorb (SEAL)  
VICKI LEE SHORB

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 8<sup>th</sup> day of Aug., 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JOHN RANDALL SHORB, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Marital Settlement Agreement and made oath in due form of law that the matters and facts set forth therein with respect to the voluntary separation of the parties are true and correct and acknowledged that he executed the same for the purposes therein contained.

As witness my hand and Notarial Seal.



Michael S. Levin  
NOTARY PUBLIC  
My Commission Expires: 7-1-90

STATE OF MARYLAND, CARROLL COUNTY, to wit:

I HEREBY CERTIFY that on this 9<sup>th</sup> day of Aug., 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared VICKI LEE SHORB, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Marital Settlement Agreement and made oath in due form of law that the matters and facts set forth therein with respect to the voluntary separation of the parties are true and correct and acknowledged that she executed the same for the purposes therein contained.

As witness my hand and Notarial Seal.



Cecilia S. Clemente  
NOTARY PUBLIC  
My Commission Expires: 7-1-90

JOY LEE PETERS : IN THE  
 Plaintiff : CIRCUIT COURT  
 vs. : FOR  
 HARRY LYNN PETERS : CARROLL COUNTY  
 Defendant : CASE NO. CV4582

## JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 9<sup>th</sup> day of December, 1987, that the Plaintiff, JOY LEE PETERS, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, HARRY LYNN PETERS; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff the sum of Three Hundred Fifty Dollars (\$350.00) as attorney's fee for the services rendered unto the Plaintiff by her attorney; and

IT IS FURTHER ORDERED, that the Plaintiff be and she is hereby authorized to resume the use of her maiden name, to wit, JOY LEE WARDENFELT; and

IT IS FURTHER ORDERED, that the Defendant pay the costs of this proceeding including the Master's fee in the amount of Seventy-Two Dollars (\$72.00).

*Rich K. Burns*  
 JUDGE

*Filed Dec. 14, 1987*

MICHELLE LYNN MYERS : IN THE  
 Plaintiff : CIRCUIT COURT  
 vs. : FOR  
 GARY FRANCIS MYERS : CARROLL COUNTY  
 Defendant : CASE NO. CV4741

## JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 9<sup>th</sup> day of December, 1987, that the Plaintiff, MICHELLE LYNN MYERS, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, GARY FRANCIS MYERS; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor child of the parties, namely, TROY DAVID MYERS (born February 11, 1981) be and the same is hereby declared to be joing; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated September 24, 1986 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

*Rich K. Burns*  
 JUDGE

*Filed December 10, 1987*



VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 24th day of September, 1986, by and between MICHELE LYNN MYERS, hereinafter referred to as "Wife", and GARY FRANCIS MYERS, hereinafter referred to as "Husband".

EXPLANATORY STATEMENT

The Parties were married by a religious ceremony on October 12, 1980, in Carroll County, Maryland. One child was born to them as a result of their marriage, namely, TROY DAVID MYERS, born February 11, 1981. Differences have arisen between the parties and they are now and have been since September 13, 1986, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation, with the purpose and intent of ending their marriage. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of maintenance and support, alimony, counsel fees, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties, and in marital property, and all other matters of every kind and character arising from their marital relationship.

NOW THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as to the effective date hereof.

1. RELINQUISHMENT OF MARITAL RIGHTS

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on

and engage in any employment, business or trade which to him or her shall seem advisable for his or her sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him or her by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

2. RIGHTS INCIDENT TO MARRIAGE RELATION AND RIGHTS AS SURVIVING SPOUSE

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other any and all rights or interest which he now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his property as if he were unmarried. Each of the parties releases all claims and demands of any kind or nature against the other party, including all interest incident to the marriage relation now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands, and interests arising under the Laws of the State of Maryland and specifically including any right to act as the other's personal representative. It is the intention of each and both parties

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that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of the other, the property both real and personal, then owned by him shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

### 3. ALIMONY AND SUPPORT

It is the mutual desire of the parties that hereafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, the Wife releases and discharges the Husband, absolutely and forever, for the rest of her life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent; and the Husband releases and discharges the Wife, absolutely and forever, for the rest of his life from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

### 4. PERSONAL PROPERTY

It is mutually agreed between the parties that as of the date of this Agreement, all personal property which was owned jointly has been equitably distributed between the parties and that there exists no claim by either party for any of said items of personal property.

### 5. CHILD CUSTODY, VISITATION AND SUPPORT

Parties shall have joint custody of their minor child, TROY DAVID MYERS, sharing equally the authority and responsibility for making decisions that significantly affect the welfare of their child. The child shall reside primarily with the Husband, but also with the Wife every afternoon after school

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until such time as the Wife goes to work in the evening, and such weekends, holidays and other times as the parties may agree; each party shall share in the enjoyment of general visitation privileges with the child. Both parties shall have the joint responsibility of the child's support.

### 6. MEDICAL EXPENSES AND INSURANCE

Both parties agree to maintain hospital and medical insurance on the minor child of the parties. Any and all medical, doctor, dental and prescription expenses incurred on behalf of the minor child in excess of the insurance coverage shall be shared equally between the Husband and Wife.

### 7. DEBTS

The parties covenant and agree that from and after the date of this Agreement they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other from any such debts or obligations.

### 8. COUNSEL FEES; COURT COSTS

Each party shall be responsible for their respective counsel fees. Court costs incurred in obtaining a divorce a vinculo matrimonii shall be shared equally between the parties.

9. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce. In the event the court shall fail or decline to incorporate this Agreement, or any



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provision thereof, in said decree, then and in that event the parties for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions hereof.

10. The parties hereby acknowledge that they have entered into this Agreement of their own accord; that each of the parties have disclosed to the other all information pertaining to his or her income and assets; that they have been duly apprised of their legal rights to obtain independent advice from counsel of their own selection, but that both parties to this Agreement have requested Kenneth Holniker, attorney, to prepare this Agreement and that they both signed the same freely and voluntarily.

11. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

12. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

*Michael J. Myers* (SEAL)  
MICHELE LYNN MYERS

*Gary Francis Myers* (SEAL)  
GARY FRANCIS MYERS

STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY, that on this 24<sup>th</sup> day of September

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1986, the above named MICHELE LYNN MYERS and GARY FRANCIS MYERS personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact their act and deed and that they have full understanding thereof.

AS WITNESS my hand and Notarial Seal.

*Michael J. Myers*  
Notary Public

PAMELA L. A. LAMB : IN THE  
 Plaintiff : CIRCUIT COURT  
 vs. : FOR  
 EMORY M. LAMB : CARROLL COUNTY  
 Defendant : CASE NO. CV4749

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 9<sup>th</sup> day of December, 1987, that the Plaintiff, PAMELA L. A. LAMB, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, EMORY M. LAMB; and

IT IS FURTHER ORDERED, that the guardianship and custody of the minor children of the parties, namely, TRACY LYNN LAMB (born February 15, 1973) and TIMOTHY WAYNE LAMB (born January 29, 1979) be and the same is hereby awarded to the Plaintiff with the right on the part of the Defendant to visit said children at reasonable times and under proper circumstances all subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff as child support the sum of Fifty Dollars (\$50.00) per week, per child, which payments are subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Defendant accumulates support payments arrears amounting to more than thirty (30) days of support, the

*filed December 10, 1987*

Defendant shall be subject to earnings withholding;

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the pertinent parts of the Separation Agreement between the parties dated July 1, 1987 and filed in this case be and the same are hereby made a part hereof as if fully set forth herein; and

IT IS FURTHER ORDERED, that the Defendant pay the costs of this proceeding.

*Ruke K. Burns*

JUDGE